



# Staff Manual

WRNSSTUDIO

# Contents







# Employment Policies

# Welcome

## WELCOME TO WRNS STUDIO

WRNS Studio has prepared this manual to provide an overview of policies, benefits and standards, as well as to inform staff about their responsibilities. In this manual, the term employee and staff or staff member are used interchangeably. This manual does not include fine details or comprehensive illustrations of each policy or standard. It is not a legal contract or a legal document; nonetheless, it is important that all staff members read, understand and follow its provisions.

The policies described here take effect immediately and supersede any oral or written representations that may have previously been made as well as all other policies and manuals previously distributed.

Since our business is constantly changing, the Studio expressly reserves the right to change any policy, including those covered here, at any time, without notice, consultation or publication, except as may be required by law. However, the Studio's policy of at-will employment may be changed only in a written document signed by the Director of Human Resources, and the writing must specify that it supersedes the at-will relationship. We will do our best to keep this manual current, but there may be times when a policy will change before the manual is revised. Neither this manual nor any provision contained in it alters the at-will employment relationship that the Studio maintains with its staff.

The manual is also a resource designed to maintain the high standards of professional conduct for which we are known and to assist staff in understanding the variety of federal and state laws under which we operate, our own commitment to affirmative action and equal employment opportunities, as well as specific management and operational policies. The Studio constantly strives to improve its interaction with both clients and staff and always welcomes constructive suggestions. Everyone is encouraged to share ideas for improvements. By working together we hope that all staff will share the pride in the office and the services we provide to our clients.

This is a California handbook, but its provisions also apply to Studio staff in other states, except where the provisions indicate they apply only to California staff members, as otherwise described in a state supplement to this handbook, or if those states offer greater protections for a staff member who is working in that state. Additional benefits and protections not listed in this handbook may be available to certain employees, depending on their place of work. Please contact the Human Resources Manager if you have questions about additional benefits that may be available to you.

Thank you for taking the time to read the WRNS Staff Manual. Please feel free to direct any questions to the Director of Human Resources, Melinda Rosenberg, or any of the other Owners. Please take a moment to sign the Receipt and Acknowledgement on page 901 and return it to Melinda Rosenberg.

## EMPLOYMENT-AT-WILL

The employment relationship which exists between WRNS Studio and each of its staff is at will. Under this relationship, any staff member is free to end his or her employment with WRNS Studio at any time, for any reason, with or without prior notice. Likewise, WRNS Studio, in its sole discretion, may decide to end an individual's employment at any time with or without cause or prior notice.

Nothing in this manual, the employment application, Studio memoranda or any other materials provided to a staff member, or any statements to a staff member, is intended, or should be read, to alter or modify the at-will employment relationship that the Studio maintains with its staff. None of these documents or statements, whether singly or combined, shall create an express or implied contract requiring just cause to terminate employment or otherwise restrict the Studio's right to terminate a staff member at will.

No one other than Director of Human Resources of WRNS Studio has the authority to enter into an agreement or employment for a specified term or to make any agreement

contrary to the at-will relationship the Studio maintains with each of its staff members. Any agreement to the contrary must be in writing and signed by the Director of Human Resources, and the writing must specify that it supersedes the at-will relationship.

## IMMIGRATION LAW COMPLIANCE

The Studio is committed to full compliance with federal immigration laws. Under federal law, all new hires must produce original documentation establishing their identity and right to work in the United States, and complete Form I-9, swearing that they have a right to work in the United States. Documentation establishing identity and right to work must be unexpired and must be produced within three business days of hire, or on the first day of any employment that is less than three business days. All new hires must go through this procedure. Authorization documents will be copied and placed with the employee's Form I-9 in a special file separate from the employee's personnel file. These documents will be retained at least three years after date of hire or one year after an employee's employment terminates, whichever is later. The Studio participates in the federal e-Verify program (a web-based system that allows businesses to confirm the eligibility of their employees to work in the U.S.), and will comply with applicable legal requirements for collecting and submitting information on an applicant's authorization to work as prescribed by that program.

The Studio complies with all federal and applicable state laws regarding verification of an employee's authorization to work in the United States.

## EQUAL EMPLOYMENT OPPORTUNITY POLICY

In keeping with our commitment to the communities in which we do business, and to state, federal and local laws, WRNS Studio, is an equal opportunity employer.

The Studio will not discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, nor will we limit, segregate, or classify staff members in any way which would deprive any individual of employment opportunities because of race, color, national origin, ancestry, religion or religious creed, political affiliation, citizenship, sex, gender, gender identity (including transgender identity and transitioning), gender expression, sexual orientation, age, pregnancy, childbirth or related medical conditions, breastfeeding and related medical conditions, marital status, registered domestic partner status, military or veteran status, legally protected medical condition (including cancer), physical or mental disability, genetic information or characteristics, AIDS/HIV status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other protected classification under federal, state or local law. For purposes of this policy, discrimination on the basis of national origin also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An applicant's or employee's immigration status will not be considered for any firm employment purpose except as necessary to comply with federal, state or local laws.

The Studio also prohibits sexual and other harassment of any individual on any of the bases listed above. For information about the types of conduct that constitute impermissible harassment and the firm's internal procedures for addressing complaints of discrimination and harassment, please refer to the firm's **POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**.

This policy applies to all staff members with regard to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, termination, transfer, compensation and benefits, and appearance standards. The employee classification and evaluation systems that the Studio uses are designed to further the principle of equal employment opportunity, and decisions with respect

to continued employment, compensation, and advancement are based on the performance, skills, and potential of a staff member, in compliance with all federal, state and local laws.

It is the responsibility of every Owner and employee to ensure compliance with this policy.

To comply with applicable laws ensuring equal employment opportunities for qualified individuals with disabilities, the Studio will make reasonable accommodation as required by law for the known physical or mental disabilities of otherwise qualified applicants and employees. The Studio is committed to engaging in a timely interactive process to identify and implement reasonable accommodations for qualified individuals with disabilities. It is a staff member's responsibility to inform the Human Resources Manager that an accommodation is needed to enable the employee to perform essential job functions. A request for reasonable accommodation should be as specific as possible.

The Studio also will make reasonable accommodations in accordance with applicable law for disabled veteran staff members and in connection with a staff member's religious beliefs and practices. Furthermore, the Studio is committed to engaging in a timely interactive process to determine effective reasonable accommodations for a staff member who is a victim of domestic violence, sexual assault, or stalking. If you believe you need a reasonable accommodation, please inform the Human Resources Manager.

The Studio complies with all applicable restrictions on requesting or using salary history. In addition, the Studio will not discharge or in any other manner discriminate against staff members or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another staff member or applicant. However, staff who have access to the compensation information of other staff or applicants as a part of their essential job functions cannot disclose the pay of other staff or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in

furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Studio's legal duty to furnish information.

## **POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

WRNS Studio is committed to providing a work environment that is free from sexual harassment, as well as harassment, discrimination, and retaliation based on race, color, national origin, ancestry, religion and religious creed, political affiliation, citizenship, sex, gender, gender identity (including transgender identity and transitioning), gender expression, sexual orientation, age, pregnancy, childbirth or related medical conditions, breastfeeding and related medical conditions, marital status, registered domestic partner status, military or veteran status, legally protected medical condition (including cancer), physical or mental disability, genetic information or characteristics, AIDS/HIV status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other protected classification under federal, state or local law.

As such, the Studio maintains a strict policy that forbids sexual and other harassment, discrimination and retaliation of applicants, staff members or interns by co-workers, supervisors and managers. Similarly, the Studio will not tolerate harassment by its staff of non-employees with whom the Studio has a business, service or professional relationship. The Studio also will attempt to protect staff members from harassment by non-employees (such as clients, contractors, and vendors) in the workplace. (As used in this policy, the term staff members includes interns.)

In addition, the Studio does not tolerate conduct that disrupts or interferes with a staff member's work performance or that creates an offensive or hostile working environment. The Studio also does not tolerate abusive conduct or bullying toward any person in the workplace. This includes conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the Studio's legitimate

business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

Through enforcement of this policy and by education of employees, WRNS Studio will seek to prevent, correct and discipline behavior that violates this policy. This policy applies at all Studio locations, Studio-sponsored social or other events, and other activities at which you represent the Studio.

It is the responsibility of all staff members and Owners to ensure compliance with this policy.

### **Discrimination**

It is a violation of the Studio's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if that discriminatory treatment is, in whole or in part, based on a protected classification under federal, state or local law. Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

### **Harassment**

Harassment, whether sexual or based on another protected characteristic, includes verbal, physical and visual conduct that unreasonably interferes with an employee's work performance or creates an intimidating, offensive or hostile working environment.

The Studio understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concerns about retaliation, or because it is difficult to discuss matters of harassment, including sexual harassment, openly with others. However, no employee should have to endure harassing conduct, and the Studio therefore encourages all employees to report any incidents

of harassment immediately so that complaints can be quickly and fairly resolved (see DISCRIMINATION, HARASSMENT & RETALIATION REPORTING PROCEDURE below). If you find conduct in the workplace to be unwelcome or offensive, you may immediately inform the person engaging in the conduct in a clear and unambiguous manner that the conduct is unwelcome or offensive and that you want the conduct to stop.

Below are some examples of sexual and other harassment that WRNS Studio will not allow or tolerate by or against either men or women. While the conduct described below may not constitute unlawful behavior in all circumstances, such conduct is considered unprofessional and unacceptable by the Studio.

Harassment in employment may take many different forms, including:

- Verbal conduct such as jokes, epithets, derogatory comments, slurs, unwanted comments, e-mails or text messages
- Visual conduct such as derogatory posters, cartoons, drawing or gestures
- Use of computers, including the Internet and the e-mail system, to transmit, communicate or receive sexually-suggestive, pornographic, or sexually explicit pictures, messages or material
- Physical conduct such as assault, blocking normal movement, restraint, touching or other physical interference with work directed at an individual
- Threats and demands to submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid the loss of job benefits, security or promotion
- Retaliation by any of the above means for having reported harassment or discrimination or having assisted another staff member in reporting harassment or discrimination

### **No Retaliation**

Adherence to this policy and cooperation in the Studio's efforts to enforce the policy is essential. Therefore, WRNS Studio will not tolerate any reprisals or retaliation against anyone who in good faith reports known or suspected prohibited harassment or discrimination or for appropriately initiating, assisting or participating in any discrimination or harassment investigation, action or proceeding.

## **SEXUAL HARASSMENT**

Sexual harassment is illegal under both federal and state law and is expressly prohibited by WRNS Studio. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other visual, verbal or other physical conduct of a sexual nature where:

- Submission to advances is a term or condition of employment
- Submission to or rejection of advances is used as a basis for making employment decisions
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment
- Examples of sexual harassment include the following:
  - Unwelcome sexual advances, flirtations or propositions
  - Requests or subtle pressure for sexual favors, or other verbal or physical conduct of a sexual nature
  - Offering employment benefits in exchange for sexual favors
  - Derogatory or vulgar comments regarding an individual's sexuality or appearance, repeated offensive flirtations, slurs, jokes or epithets
  - Offensive physical contact or conduct that interferes with an staff member's work performance

- Visual conduct including leering, sexual gestures, displaying sexually graphic objects or pictures, cartoons or posters
- Making or threatening reprisals after a negative response to sexual advances
- Sending sexually explicit e-mails or text messages

These examples are not an exhaustive list of the kinds of conduct that should not occur in the workplace. The point is that any unsolicited, unwelcome or offensive conduct that has sexual overtones is simply unacceptable in the workplace. Furthermore, sexually harassing conduct need not be motivated by sexual desire to violate this policy or the law.

## DISCRIMINATION, HARASSMENT & RETALIATION REPORTING PROCEDURE

Any staff member who feels that he or she is a victim of workplace harassment, discrimination, retaliation or other violations of the Studio's Equal Employment Opportunity Policy, Policy Against Discrimination, Harassment and Retaliation, or Sexual Harassment Policy, or who observes conduct which he or she reasonably believes constitutes harassment or discrimination, must immediately report such conduct to one of the Owners or the Director of Human Resources. Staff members may be asked to set forth the particulars of their complaint in writing. This complaint procedure is specifically designed so that individuals in the workplace have a mechanism that allows them to bypass a supervisor or co-worker the individual believes is engaged in prohibited conduct under this policy. No one, not even the highest-ranking individuals in the Studio, is exempt from the requirements of this policy.

Owners and supervisors who receive complaints or who observe or otherwise learn about harassing conduct or other conduct in violation of this policy must inform the Director of Human Resources or the Managing Owner immediately. The failure to report, or knowingly allowing harassment,

discrimination or retaliation to continue, may subject the Owner or supervisor to discipline, up to and including termination.

WRNS Studio takes all complaints of discrimination, harassment and retaliation seriously. Every reported complaint (whether made in writing or orally) will be investigated in a timely, fair, impartial and thorough manner that provides all parties involved appropriate due process and reaches reasonable conclusions based on the evidence collected. Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged discrimination, harassment or retaliation; interviews of anyone who is alleged to have committed the alleged misconduct; interviews of any employees who may have witnessed, or who may have knowledge of, the alleged misconduct; review of relevant documents and electronic communications; and creation of written documentation of the investigation. The Studio will make every effort to preserve the confidentiality of the subject matter of the investigation to the extent possible and will disclose sensitive information only to the extent needed to conduct a thorough inquiry. All staff have an obligation to cooperate with any investigation.

The investigation will be documented and the Studio will advise the complaining party, as well as other individuals as appropriate, of the results of the investigation and whether appropriate corrective action has been taken.

Should the Studio's investigation result in a finding of misconduct, the Studio will take appropriate remedial and/or disciplinary action to stop the misconduct and to prevent further harassment, discrimination or retaliation. Any staff member who is found after investigation to have engaged in harassment, discrimination or retaliation in violation of this policy will be subject to disciplinary action, depending on the circumstances, up to and including termination. The Studio will also take appropriate corrective action if it learns that any third party in the workplace has engaged in improper harassment. Violation of the law may also lead to personal legal and financial liability for the responsible individual.

In addition to the Studio's reporting and investigation procedure, the U.S. Equal Employment Opportunity Commission (EEOC) investigates and prosecute complaints of harassment, discrimination and retaliation in employment. Staff can contact the EEOC at [www.eeoc.gov](http://www.eeoc.gov) or (800) 669-4000. Staff may also contact their state fair employment agency, listed below, and may also contact a local fair employment agency as applicable. Victims may also have rights to file a lawsuit in court. Upon a finding of unlawful discrimination, harassment or retaliation, an agency or court has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines. In some cases, where the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime and employees may contact the local police department.

Contacts for state fair employment or human rights agencies are as follows:

- California Department of Fair Employment and Housing (DFEH) at (800) 884-1684 or [www.dfeh.ca.gov](http://www.dfeh.ca.gov).
- New York State Division of Human Rights at (718) 741-8400 or [www.dhr.ny.gov](http://www.dhr.ny.gov).
- Hawaii Civil Rights Commission at (808) 586-8636 or <http://labor.hawaii.gov/hcrc/>.
- Washington State Human Rights Commission at (800) 233-3247 or <https://www.hum.wa.gov/>.

No staff member will be retaliated against for reporting in good faith alleged harassment or discrimination, for filing an administrative charge of harassment or discrimination, or for participating in an investigation, proceeding or hearing conducted by the Studio or by any federal, state, or local agency investigating a complaint of harassment or discrimination. Staff members should immediately report any incidents of suspected retaliation to the Director of Human Resources or any Owner,



so that the matter can be investigated and appropriate action may be taken.

## **DRUG-FREE WORKPLACE & SUBSTANCE ABUSE PREVENTION POLICY**

It is the policy of WRNS Studio to provide and maintain a workplace free of the unlawful use of controlled substances and the abuse of alcohol for the safety and well-being of all staff members and the Studio itself. The policy applies to all staff members and employees of firms doing business with WRNS Studio on Studio premises.

“Controlled substances” are those substances defined by federal law, including, but not limited to, marijuana, cocaine, opiates (morphine or codeine), amphetamines and phencyclidine (PCP).

The Studio prohibits the unlawful use, possession, manufacture, sale, distribution, dispensation or other involvement with controlled substances, during Studio time or on Studio premises, in Studio vehicles or at Studio-sponsored events. Use of alcohol under circumstances that, in the Studio's judgment, is to the point of intoxication, or presents a risk to safety or well-being of any individual, or impairs an employee's job performance, is prohibited during Studio time, on Studio premises, in Studio vehicles or at Studio-sponsored events.

Using or being under the influence of any legally obtained drug while performing Studio business is prohibited to the extent that such use or influence affects job safety or performance. Any staff member who requires a reasonable accommodation due to the lawful use of prescription medication should notify the Human Resources.

Substance abuse problems that affect a staff member's performance, conduct, or attendance while at work will be subject to corrective counseling or disciplinary procedures.

Staff members are required to notify an Owner or Human Resource Manager of any criminal drug statute conviction for

a violation occurring in the workplace no later than five days after such conviction. It is the responsibility of all staff members to ensure that the work environment is free of the abuse of alcohol and controlled substances. Any staff member who has knowledge of a violation of this policy by another employee must report it immediately to an Owner or the Human Resource Manager. The Studio supports a rehabilitative approach to staff with chemical dependency problems. WRNS Studio medical benefits plans provide coverage for treatment of alcoholism and drug abuse. For specific eligibility requirements and policy coverage, see the pamphlet of your medical insurance carrier.

## **EMPLOYMENT CLASSIFICATIONS**

### **Full-Time Staff Member**

A staff member who is scheduled to work 40 or more hours per work week is considered a full-time employee and is entitled to all Studio benefits and privileges as described in this manual, subject to any limitations noted in the benefits' pamphlets. A comprehensive description of benefits is in Section 300, Benefits and Services.

### **Part-Time Staff Member**

A staff member who is scheduled to work fewer than 40 hours per work week is considered a part-time employee. Part-time staff members who work 30 hours or more per work week are eligible for medical, dental, life, LTD and AD&D insurance benefits, and paid time off (PTO) will accrue at a rate proportional to hours worked and the number of PTO days for which the staff member is eligible.

A staff member who works fewer than 30 hours per work week is not eligible for any benefits, with the exception of benefits required under the California Healthy Workplaces, Healthy Families Act of 2014 (Labor Code section 245 et seq.), San Francisco Sick Leave Ordinance and San Francisco Health Care Security Ordinance, and as otherwise required by other applicable federal, state or local law.

Staff members who change from working fewer than 30 hours per week to working 30 hours per work week or more and are not Temporary Employees are eligible for medical, dental, life and other insurance benefits on the first day of the month following the effective date of their change to 30 or more hours per work week. However, they begin to accrue PTO from the effective date of their change.

### **Temporary Employee and Interns**

A staff member who is hired temporarily for a particular special project or to meet a particular business need and who may work full- or part-time during that period is considered a Temporary Employee. This individual is not considered a regular employee of the Studio and is not eligible for any benefits, with the exception of benefits required under the California Healthy Workplaces, Healthy Families Act of 2014 (Labor Code section 245 et seq.), San Francisco Sick Leave Ordinance and San Francisco Health Care Security Ordinance, or as otherwise required by other applicable federal, state or local law.

In addition, staff is classified either as exempt or non-exempt, as follows:

- Exempt staffs are staff members who are exempt from the overtime requirements of federal and state law.
- Non-exempt staffs are staff members who are eligible to be paid for overtime work in accordance with the applicable provisions of federal and state law.

## **SALARY REVIEW**

Because pay raises are not necessarily granted every year or in conjunction with evaluations, a good performance evaluation does not guarantee a pay raise nor should it be construed as a promise of continued employment.

An annual review of Studio-wide salaries typically occurs in March/April of each year. A determination will be made at that time concerning overall adjustments. The Studio attempts to



set individual salaries based on market conditions, position assessment, and other merit factors. The Studio also attempts to maintain an even balance and discourages large swings or mid-year adjustments. Salary adjustments are not guaranteed and are within the sole discretion of the Studio.

## PERFORMANCE EVALUATIONS/ CAREER DEVELOPMENT PLAN

- Performance evaluations provide a means for discussing, planning and reviewing the performance of each staff member.
- Regular performance appraisals:
- Help staff clearly define and understand their responsibilities and skills.
- Suggest ways in which staff members can improve performance overall.
- Identify staff with potential for advancement within WRNS Studio.
- Help managers communicate and achieve Studio goals.
- It is the Studio's goal to provide employees with a performance appraisal on an annual basis, according to the following schedule:
- New staff receive a performance review on or before their one year anniversary.
- Staff employed for 5 or fewer years receive a performance review annually.
- Staff with 5+ years receive performance evaluations upon request or at the discretion of the Studio.

## ADVANCEMENT TO ASSOCIATE, SENIOR ASSOCIATE & PARTNER

WRNS Studio recognizes certain high achieving individuals who make continuing outstanding contributions to the studio by appointing them to the titled positions of Associate, Senior

Associate, and Owner. Such appointments are accompanied with the possibility of invitation for progressive participation in the overall management of the Studio.

## PERSONNEL RECORDS

WRNS Studio maintains a personnel file for each staff member. Every Studio staff member, including when on a leave of absence, is responsible for keeping their personnel, payroll, and insurance information complete, accurate, and up-to-date by promptly notifying the Human Resource Manager of any changes in name, address, telephone number, and/or family status (births, adoptions, marriage, end of full-time student status, death, divorce, legal separation, change in domestic partnership status, etc.). It is important that the Studio is able to communicate with staff members at all times. Additionally, a staff member's income tax status and group insurance may be affected by changes to family status.

The contents of the staff member's file are open for inspection in the presence of the Human Resource Manager or one of the Owners. The Studio will make personnel files available for review within 30 days of receiving a written request. In addition, upon the written request of a current or former staff member, or a representative thereof, the Studio will provide a copy of the requested personnel file to the individual who requested the file no later than 30 days after the request is made. If a copy is requested, the Studio may charge the requesting current or former staff member or representative thereof the actual cost for the reproduction. Staff members will also be allowed to have a copy of any document they have signed relating to his or her Studio employment.

The Studio's original personnel files are the sole property of the Studio and may not be removed from the Studio's premises without written authorization from an Owner or the Human Resource Manager.

## DISCIPLINARY PROCEDURES

Staff is expected to meet performance and attendance standards and to follow the Studio's policies and procedures. A staff member who fails to perform as expected may, at the Studio's option, be given a corrective action warning and an opportunity to improve. If improvement is not made, progressive steps may be taken, at the option of the Studio, up to and including termination. The Studio reserves the right to treat each circumstance individually and to follow whatever course of discipline it deems warranted in a particular situation.

## TERMINATION OF EMPLOYMENT

The Studio will consider a staff member to have voluntarily terminated employment if any of the following occur:

- Express resignation from the Studio
- Failure to return from an approved leave of absence on the date required by the Studio
- Failure to report to work or call in with an acceptable excuse for three or more consecutive workdays

Pursuant to the Studio's at-will employment policy, WRNS Studio may terminate a staff member's employment at any time and for any reason with or without prior notice. Good cause is not required to terminate the employment relationship.

When employment with WRNS Studio ends, all supplies, keys, Studio property (including, but not limited to, computers, software, manuals, documents in written or electronic form, credit, telephone, or gas cards, and cell phones) and intellectual property in any format must immediately be returned to the Studio.

The Studio will not pay any portion of a bonus to a staff member who voluntarily terminates employment or is terminated with cause. Any staff member who is terminated without cause (e.g., due to layoff or a reduction in the work force) may be eligible for a pro-rata portion of a bonus for which the employee is otherwise eligible, at the Studio's sole discretion. Regardless

of the reason for termination, WRNS Studio has no standard practice, obligation or policy of providing severance pay.

## FINAL PAY

If your employment ends for any reason, the Studio pays you in accordance with applicable law.

For California employees, the timing of your final paycheck depends on whether your employment ends voluntarily or involuntarily, as follows:

- If you quit with at least 72 hours advance notice, the Studio will give you your final paycheck for wages earned on your last day of work. If you quit without providing at least 72 hours advance notice, then the Studio will give you your final paycheck within 72 hours of the time you quit. You will also receive pay for any accrued and unused PTO.
- If the Studio discharges you, the Studio will give you your final paycheck on your last day of work. If the Studio wants you to leave its property immediately, but does not have your final paycheck ready, it has the right to ask you to leave and to pick up your final paycheck on another day or it will be mailed to you. In this situation, the Studio will pay you your regular pay for days you are scheduled to work up to the time the Studio designates for you to pick up your final paycheck or the paycheck is mailed. You will also receive pay for any accrued and unused PTO.

## OPEN DOOR POLICY

If a staff member has a problem at work, we encourage the individual to discuss it with an Owner or the Human Resources Manager. The Human Resources Manager may refer to matters of policy and decision or appeal to the Owners as needed.

## GENDER IDENTITY PROTECTIONS

The Studio's policy is that employees, clients and other guests may use restroom facilities that correspond with their gender identity. Single-occupancy restrooms, if any, will be labeled

gender-neutral. Any employee may choose to use these options, but no one, including a transgender person, is required to.

Transgender employees have the right to be open about their gender identity and expression, or to keep that information private. Information about an employee's transgender status (such as the sex they were assigned at birth) can constitute confidential medical information. Information that may reveal an employee's transgender status or gender non-conforming presentation may only be shared with the transgender employee's consent and with coworkers who need to know to do their jobs. Furthermore, employees who are transitioning can expect the support of Studio management. At the employee's option, we will work with an employee to ensure a successful workplace transition.

Every employee regardless of gender identity has the right to be addressed by their preferred name and pronoun. The intentional or persistent refusal to respect an employee's gender identity or expression (for example, intentionally referring to the employee by a name or pronoun that does not correspond to the employee's gender identity) can constitute harassment and is a violation of the Studio's policies. If you are unsure what pronoun a transitioning coworker might prefer, you can politely ask your coworker how they would like to be addressed. The Studio will change an employee's official record to reflect a change in name or gender upon request from the employee. Certain types of records, like those relating to payroll and retirement accounts, may require a legal name change before the person's name can be changed. If a new or transitioning employee has questions about Studio records or ID documents, the employee should contact the Director of Human Resources.

The Studio does not have dress codes that restrict employees' clothing or appearance on the basis of gender. All employees, including transgender and gender non-conforming employees, have the right to comply with Studio dress codes in a manner consistent with their gender identity or gender expression.

## LACTATION ACCOMMODATION

The Studio supports lactating employees by providing accommodations, including lactation breaks and a lactation space, to an employee who wishes to express breast milk during the work day.

**Lactation Breaks:** A lactating employee will be provided reasonable break times to express breast milk during the work day. Lactation breaks should, when possible, run concurrently with an employee's authorized rest and meal breaks. If an employee requires additional break time for lactation purposes, such additional time shall be unpaid for non-exempt employees and must be indicated on the employee's time record.

**Lactation Space:** The Studio will provide lactating employees with a private space (other than a restroom) in which to express breast milk. The space will be in close proximity to the employee's work area and shielded from view and intrusion by others. The space may be the employee's regular work area if it meets these requirements. The space will be safe, clean and free of hazardous materials, have a chair and surface space for a breast pump and personal items, and have access to electricity. The Studio also will provide, in close proximity to the employee's work area, a refrigerator where the employee can store breast milk and access to a sink with running water. If the designated space is used for multiple purposes, the Studio will notify employees that lactation takes precedence over other uses for the room, and the sole function of the room shall be as a lactation room while an employee is using the room to express breast milk.

**Accommodation Requests:** Employees who require lactation accommodation regarding breaks or location must submit a written request to Human Resources, which will respond within a reasonable amount of time (not to exceed 5 business days) to the employee's request. The Studio will engage with the employee in an interactive process to determine appropriate lactation breaks and location. If the Studio does not provide an accommodation because it is an undue hardship, the Studio will

notify the employee of the basis of the denial and engage in a cooperative dialogue with the employee to seek a solution.

Employees have a right to request lactation accommodation. The Studio will not retaliate against an employee for exercising the right to request an accommodation or for exercising rights under the San Francisco Lactation in the Workplace Ordinance.





# Benefits & Services

## STAFF BENEFITS

WRNS Studio is pleased to offer a comprehensive package of group insurance benefits to regular full-time staff and regular part-time staff who work a minimum of 30 hours per work week.

Complete details of the insurance programs described in the manual are contained in separate writings, which staff receives during their first week of work and which are always available from the Human Resource Manager. The descriptions in this handbook are brief summaries intended to provide only general information.

WRNS Studio reserves the right to cancel or change the benefits it offers its staff and will notify them of any changes as appropriate. If a staff member leaves the Studio, the staff member may be eligible, consistent with applicable law, to continue or convert some benefits, such as medical, dental and life insurance. The Human Resource Manager will provide continuation/conversion information.

Contact the Human Resource Manager for details on WRNS Studio staff benefits and services.

## MEDICAL, DENTAL, LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Full-time staff and part-time staff who work a minimum of 30 hours per work week are eligible to participate in group insurance benefits on the first day of the calendar month following the date of hire. Benefits include medical, dental, prescription drug, vision, life and Accidental Death and Dismemberment (AD&D) insurance.

The Studio shares the premiums for staff and dependent coverage under medical, dental and vision plans. Staff pays for premiums for dependents through pre-tax payroll deductions; staff pays premiums for a domestic partner through after-tax deductions.

Life and AD&D insurance is offered for staff only. Optional additional life insurance is available to staff at their cost.

For a description of policy coverage, see medical, dental, life and AD&D pamphlets. A staff member that is not eligible to participate in the Studio's group health insurance plans may be eligible to receive health insurance pursuant to the San Francisco Health Care Security Ordinance or the Hawaii Prepaid Health Care Law, as applicable. Please contact the Human Resource Manager for details.

The Studio's medical benefits are administered in accordance with the Employer Shared Responsibility provisions of the Affordable Care Act (ACA). Under the terms and conditions of this policy and the Studio's medical benefits plan, the Studio provides health coverage to full-time employees and their dependents up to age 26. If you believe that you regularly work at least 30 hours per week and have not been offered coverage, please contact the Director of Human Resources.

## LONG-TERM DISABILITY

Full-time staff members and part-time staff members who work a minimum of 30 hours per work week are eligible for Long Term Disability (LTD) coverage on the first day of the calendar month following the date of hire. The Studio pays premiums for this benefit; coverage for dependents, spouses and domestic partners is not available.

For a description of policy coverage, refer to the LTD pamphlet available from the Human Resource Manager.

## WORKERS' COMPENSATION INSURANCE

Workers' Compensation Insurance is provided by law for staff members who incur a work related illness or injury, and is provided to all staff members immediately upon being hired. Our insurance carrier sets all benefits in accordance with state law. Any and all accidents or injuries must be reported to the Human Resource Manager or an Owner within 24 hours of the injury or accident. Any questions regarding Workers'

Compensation Insurance and/or benefits should be directed to the Human Resource Manager.

## STATE DISABILITY INSURANCE & PAID FAMILY LEAVE INSURANCE

Each staff member in California contributes to the State of California to provide State Disability Insurance (SDI) and Paid Family Leave Insurance (PFL) pursuant to California's Unemployment Insurance Code. SDI and PFL contributions are made through payroll deductions. For staff members outside California, specific state contributions will be made as required by applicable state law.

SDI benefits are payable when you cannot work because of an illness or injury not caused by employment. Specific rules and regulations governing SDI are available from the Human Resource Manager, or online from the EDD's website at <http://www.edd.ca.gov/Disability/>.

PFL benefits are available to eligible staff members who take time off work to care for a child, grandchild, parent, parent-in-law, grandparent, sibling, spouse or domestic partner, or a child or parent of a domestic partner with a serious health condition, or when you take time off work to bond with a newborn child of you or your domestic partner, or a child placed with you or your domestic partner for adoption or foster care. This state program provides partial income replacement for up to six (6) weeks. It is important to note that PFL benefits are an income replacement benefit only and the receipt of these benefits does not extend the length of any leave for which you may be eligible. Staff members who request time off to bond with a child or to care for a family member will be given information on PFL at the time of the request. Information about PFL benefits and claims is also available online on the EDD's website at [http://www.edd.ca.gov/Disability/Paid\\_Family\\_Leave.htm](http://www.edd.ca.gov/Disability/Paid_Family_Leave.htm).

## SAN FRANCISCO PAID PARENTAL LEAVE

The Studio complies with the San Francisco Paid Parental Leave Ordinance (PPLO), which requires employers to

supplement California Paid Family Leave (PFL) benefits, subject to specified limits, for up to six weeks when an eligible employee takes leave to bond with a new child. This is a wage-replacement benefit during an approved leave of absence for bonding purposes. This provision does not create a separate or new leave right but is available to an employee during a new child bonding leave pursuant to the Studio's Leave of Absence Policies. (Note: Staff members in other states may be eligible for paid leave benefits under applicable state laws, discussed in the state supplements to this handbook.)

### Eligibility

To be eligible, an employee:

- must commenced employment with the Studio at least 180 days prior to the first payable day of his/her leave under the CA PFL program;
- work at least 8 hours per week in San Francisco, and at least 40% of the employee's work time is spent in San Francisco; and
- be eligible to start a bonding leave and to receive PFL wage-replacement benefits under the California PFL law for the purpose of bonding with a new child.

### Supplemental Compensation and Preconditions

The state PFL benefit pays up to a certain percentage of an employee's gross weekly wage, up to a statutory cap. Pursuant to the PPLO, the Studio will pay the employee "supplemental compensation" to replace the other portion of the gross weekly wage, up to the statutory cap and for a maximum of six weeks. In no case may the combined total of PFL benefits and supplemental compensation exceed 100% of an employee's gross weekly wage. The amount of supplemental compensation will be determined in accordance with the PPLO requirements.

An eligible employee who has applied for California PFL benefits must satisfy all three of the following preconditions in order to receive supplemental compensation:

1. Submit the San Francisco Paid Parental Leave Form to the Studio, within a reasonable period of time after receiving the EDD Notice of Computation. The Paid Parental Leave Form is available from Human Resources.

2. Agree, by signing in Section 3 of the Paid Parental Leave Form, to reimburse the Studio for the full amount of supplement compensation paid that if s/he voluntarily leaves Studio employment within 90 days of returning from the leave. The Studio hereby notifies employees that it will require such reimbursement.

3. Comply with Option 1 or Option 2 (or both) under the PPLO, as follows:

**Option 1:** Provide the Studio with a copy of the Notice of Computation (DE429D) from the EDD as soon as it is received, and submit to Human Resources a copy of the EDD Notice of Payment (DE 2500E, also referred to as the Electronic Benefit Payment Notification) when the employee receives the first CA PFL payment from the EDD.

**Option 2:** Provide the EDD permission to share the employee's PFL weekly benefit amount by checking the appropriate box on the EDD's PFL claim form; check the appropriate box on the Paid Parental Leave Form indicating that the employee is selecting Option 2; and submit to the Studio a copy of the EDD Notice of Payment (DE 2500E, also referred to as the Electronic Benefit Payment Notification) when the employee receives the first CA PFL payment from the EDD. The Studio will contact the EDD to obtain the employee's weekly benefit amount – but note that depending upon the EDD's response time, there could be a delay in obtaining this information, which will result in a delay in payment of the supplemental compensation. For this reason, the Studio encourages employees to utilize Option 1.

Once all preconditions are satisfied, the Studio will make a good faith effort to make the first supplemental compensation payment on the payday for the next full pay period following the employee's satisfaction of the preconditions. Thereafter,

the Studio will make a good faith effort to make subsequent payments in accordance with the regular payroll schedule, and supplemental compensation will be paid in full no later than 30 days after the last day of the employee's CA PFL period. Note that for employees who satisfy the preconditions after their PFL period has already ended, the Studio will pay the total supplemental compensation no later than 30 days after the employee has satisfied the preconditions.

If the employee receives CA PFL benefits intermittently, as permitted by the CA PFL program, to be eligible for supplemental compensation during a particular increment of leave, the employee must have commenced employment with the Studio at least 180 days prior to the start of that particular increment of intermittent leave. In this case, the supplemental compensation amount will be based on the employee's wages immediately preceding the first increment of the leave period, even if the employee's wages increase over the course of the entire intermittent CA PFL period. If the employee's wages decrease over the CA PFL period, the Studio may recalculate the supplemental compensation amount.

The Studio prohibits retaliation against any person in retaliation for exercising rights to supplemental compensation pursuant to the PPLO.

For more details, regarding supplemental compensation, please consult Human Resources.

## COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides continued group health coverage at a maximum cost of 102% of group rates for qualified persons after employment is terminated or upon the occurrence of another COBRA-qualifying event. You and/or qualified dependents may be eligible to continue group health coverage for a specified period of time, depending on the circumstances.

Any questions regarding COBRA coverage, as well as health coverage continuation for domestic partners, should be directed to the Human Resource Manager.



## 401(K) RETIREMENT PLAN

WRNS Studio has established a 401(k) Retirement Plan for its staff. Staff members are eligible to participate and may enroll on the first day of the calendar month following their date of hire. The Plan allows eligible employees to defer income tax on wages and salaries through individual Salary Reduction Agreements. The funds contributed accumulate on a tax-deferred basis in a Trust established by the Studio. WRNS Studio is committed to matching 50% of the first 5% of your pay.

Eligibility for discretionary profit sharing contributions are subject to different requirements as described in the 401(k) plan documents. For a description of the Plan see the Summary Plan Description available from the Human Resource Manager.

## FLEXIBLE BENEFIT PLAN

Staff members may choose to have pre-tax deductions taken from their paychecks to pay for tax-deductible health or dependent-care benefits. Staff members are eligible to participate on the first day of the calendar month after their date of hire. A staff member on an unpaid leave of absence may continue to make contributions to the plan during the leave or, upon returning to work, may make catch-up contributions, as permitted by law. Changes to the deduction at any other time during the year or termination of participation for that year may only be made within 30 days of a "qualifying" change in family status, i.e. marriage, divorce, death, birth or change of job status (termination of employment) by either employee or spouse. See the Human Resource Manager for specific information on the Flexible Benefit Plan.

## SECTION 132 TRANSPORTATION ACCOUNTS

The Studio offers staff the option to exclude eligible commuting costs, such as transit passes, vanpool charges or bicycle commuting, from their taxable wages, through a transportation flexible spending account, up to the maximum annual amount

allowed by federal law. This tax benefit, which complies with the Bay Area Commuter Benefits Program, allows staff members to save taxes on transportation and parking expenses related to their daily commutes to work.

## INCENTIVE COMPENSATION PROGRAM

WRNS Studio has a discretionary Incentive Compensation (bonus) Program to reward our staff for their hard work and contributions to the Studio's profitability. The funds available for distribution will be based on a calendar year (i.e. January 1 through December 31). Profits available for distribution will be based on interim financials and project profitability for the January 1 through November 30 periods. Individual bonuses will be allocated to staff in December.

These assessment and payment dates reflect the cyclical nature of our tax accounting procedures and cash collection. However, the Owners of the firm at their sole and absolute discretion reserve the right to alter the allocation of bonuses and distribution dates as necessary for cash management, tax planning, or for any other purpose. Additionally, the Owners may be required to adjust down or eliminate bonuses entirely if financial shortfalls are expected to eliminate profits for the year.

All regular full-time staff members who have been employed since January 1 of the current year are eligible to participate in the December incentive compensation program. For example, to be eligible for a bonus paid in December of 2019, an individual's employment must have commenced prior to January 1, 2019. Staff members working a previously approved part-time schedule of more than 30 hours per week will be eligible for a bonus on a pro-rata basis. Part-time staff working fewer than 30 hours per week and temporary staff are not eligible to participate in the Incentive Compensation Program.

Although individual annual bonuses are normally calculated and allocated in early December, payments will be made only to individuals currently employed at the time of allocation and at the time of distribution. Under no circumstances will a bonus be paid in full or on a proportionate basis to an individual who

is not currently employed when bonuses are allocated or when distributions are paid. In the case of a staff member on an approved leave of absence, bonus allocations for the previous period will be provided in full when the staff member returns to work following a leave. However, the reward for the period during which a staff member is on a leave of absence may be pro-rated to reflect the period of leave in excess of 30 days.

Distributions are based directly on profitability. If WRNS doesn't have any profits, WRNS will not be able to make distributions. At the same time, the size of each individual's distribution is directly correlated with profitability. All of us have an impact on profitability – some more directly than others.

The Owners of the firm have made a significant financial investment in WRNS Studio and continue to assume a significant amount of the normal risk that is associated with design firm ownership. A pre-established portion of available profits will be allocated to the Owners in the form of an equity based bonus and a reward for the risk involved in capitalizing the firm; which may be distributed at any time.

## LICENSING PROGRAM

WRNS Studio encourages professional licensure. With prior written approval from an Owner or the Human Resource Manager, the Firm will reimburse 50% of exam, study material and seminar expenses on a cost-incurred basis. The remaining 50% will be reimbursed to the employee upon being licensed. All receipts must be submitted with an expense report to the Human Resource Manager for approval.

## STATE LICENSE REGISTRATIONS

The Studio covers the costs for Architecture license registrations and renewals. All Architecture License renewals and invoices should be submitted to the Human Resource Manager for processing.

## AIA MEMBERSHIPS

The Studio covers the costs for annual AIA membership renewals. All renewals should be submitted to the Human Resource Manager for processing.

## LEED PROFESSIONAL ACCREDITATION

WRNS Studio encourages LEED Professional Accreditation. With prior written approval from the Director of Sustainability and the Human Resource Manager, the Firm will reimburse 50% of exam, study material and seminar expenses on a cost-incurred basis. The remaining 50% will be reimbursed to the employee upon being accredited. All receipts must be submitted with an expense report to the Human Resource Manager for approval.

## SCHOLARSHIP PROGRAM

WRNS Studio has established an annual discretionary Scholarship Program, open to all staff who have been employed with the Studio for at least one year. Owners are not eligible.

The Scholarship Program's mission is to "encourage and promote inspiration and critical thinking in design and architecture." We encourage you to make choices that you are passionate about that will serve to inspire and educate the entire WRNS Staff.

Scholarships can be widely varied, but must meet two requirements:

- 1) Promote the basic principles of the Scholarship's Mission; and
- 2) Applicant(s) must communicate the knowledge gained from the experience to the Studio via a presentation (skill share, lunch-and-learn), a 'stewardship' article for our website, or via social media. Engage marketing with any stewardship articles or social media posts.

Associates may receive a maximum of \$3,000 annually and Staff may receive a maximum of \$1,000 annually. Fifty percent

is reimbursed for actual receipted costs upon expense and the balance of receipted costs upon completion.

Oversight and evaluation of scholarship applications will be the responsibility of the Scholarship Committee. The Scholarship Committee will be comprised of Leaders of the firm who will serve on the committee on a rotating basis.

Staff members who wish to be considered for a Scholarship are required to submit a written proposal to Melinda Rosenberg, at least one month prior to the date of the program for which the scholarship will be used. The proposal must include the following:

- A description of the proposed use of the Scholarship funds. This should be no more than two pages.
- A budget itemizing the anticipated Airfare, Hotel Costs, Registration Fees, etc. This should be no more than one page.

Please note that time off to attend a program under a Scholarship is subject to the approval of the staff member's Manager, and staff must use accrued PTO for the absence. The program for which the Scholarship is awarded must be completed within one year from the date that the Scholarship Committee approves the Scholarship.

## TEN YEAR SERVICE AWARD PROGRAM

WRNS Studio has established the "Ten Plus Ten at Ten" service award program, effective January 1, 2015. The Ten Plus Ten at Ten program is designed to recognize and show appreciation for dedicated staff members on their Tenth Anniversary for their commitment to the development and growth of the Studio.

Under the Ten Plus Ten at Ten program, on a staff member's Tenth Anniversary (measured from the staff member's date of hire), the staff member will receive:

- A one-time cash award of Ten Thousand Dollars PLUS
- Ten days (80 Hours) of PTO (this is a one-time grant of PTO that is in addition to the employee's normal PTO

accrual; staff is encouraged to use this additional PTO within one year of their Tenth Anniversary date)

Ten Plus Ten at Ten awards are intended as a gift of thanks from WRNS to our staff for their highly valued years of service. We hope that the award will be used to do something unique and special for which the staff member might not otherwise incur the time and expense to undertake!

Cash awards are subject to normal withholdings and deductions. Please note that Owners of the Studio are not eligible to participate.

## PAID TIME OFF (PTO)

WRNS Studio provides a Paid Time Off (PTO) benefit to all regular full-time and regular part-time staff members who work a minimum of 30 hours per work week. This benefit combines vacation and sick time and allows staff to use their paid time off in a way best suited to them. PTO is also intended to provide a staff member with assistance in time of illness, including for health care appointments or for short term or intermittent care of an ill or injured family member, and may be used for any purpose authorized by federal, state, or local law, including but not limited to any purpose for which paid sick leave may be used under applicable state and local laws.

Regular full-time staff accrues PTO per pay period up to a maximum of 20 workdays (160 hours) per year. Regular part-time employees working 30 hours or more per week accrue PTO hours on a pro-rata basis. PTO accrues from the first day of employment and employees are eligible to use PTO as it accrues. Owners accrue 25 days (200 hours) of PTO per year.

The Studio encourages staff to take time off to refresh themselves and to ensure the continued high quality of their work. While the Studio prefers that staff use their PTO regularly, it allows accrual up to a maximum of 1.5 times a staff member's annual accrual. (Note that a Ten Plus Ten at Ten Award of PTO will not impact an employee's annual accrual amount or accrual cap; rather, it is a one-time grant of PTO that is in addition to an employee's annual amounts.)

Requests to use PTO for planned absences should be in writing and submitted at least 15 days in advance, or as soon as practicable, to the staff member's direct supervisor, Project Manager or Project Architect and Owner in Charge. Requests should be approved before personal travel arrangements are finalized, i.e., non-refundable tickets purchased. Leave Request forms are available digitally or from the Human Resource Manager. The Studio will make every effort to grant requests for PTO. However, due to the nature of the Studio's business and departmental work schedules, an occasion may arise when the Studio is unable to grant PTO for the time requested. PTO may be used in increments of 15 minutes.

For unscheduled absences, such as a personal or family illness or other emergency, you must advise the Human Resource Manager as soon as practicable, and in any event no later than one hour before your scheduled starting time.

A staff member may not take PTO before it is earned unless prior written approval from the Project Manager or Owner in Charge is obtained. Requests to use PTO before it is earned are granted within the sole discretion of the Studio. If, for any reason, PTO hours are advanced prior to accrual, those hours advanced will be offset against your future PTO accruals until the advance has been earned. Staff members, who, at the time of termination, have advanced PTO hours, will be required to repay any remaining balance at termination.

PTO also accrues during PTO, bereavement leave, observed holidays and jury duty. Holidays that fall during a paid leave will not count as a PTO day used. PTO does not accrue during an unpaid leave of absence.

The Studio generally does not require verification of the need for the absence until the staff member is absent for more than three consecutive work days, but may require verification for shorter absences if the Studio determines that the circumstances warrant (for example, the circumstances suggest an abuse of sick pay in connection with weekends or holidays) or as otherwise permitted by applicable law. A staff member who is hospitalized or out sick for more than seven

calendar days for an illness or injury that is not work-related should apply for State Disability Insurance benefits.

If a staff member's employment with the Studio terminates for any reason, the staff member will be paid for all accrued but unused PTO at the time of termination.

No staff member may be retaliated against for using PTO as provided for in this policy, or for exercising any of the rights provided by applicable laws regarding paid sick time.

## SICK LEAVE (EMPLOYEES NOT ELIGIBLE FOR PTO)

Staff members who are not eligible for PTO (including but not limited to part-time staff members working fewer than 30 hours per work week and temporary employees) earn paid sick leave during their employment at the rate of one hour of paid sick leave for each 30 hours worked, up to a maximum accrual of 72 hours. Unused sick leave carries over to the next calendar year, subject to the maximum accrual cap. When the maximum accrual is reached, the staff member will not earn further paid sick leave until he or she uses some of the accumulated sick leave. Staff members begin to earn paid sick leave on the first day of employment and may use paid sick leave as it accrues.. (Note: employees in Seattle are not subject to an accrual cap but may carry over no more than 72 hours of unused paid sick leave from one calendar year to the next.)

Sick leave may be used for:

- An absence due to the staff member's own illness or injury, for an absence to receive medical care, treatment, diagnosis or preventive care
- For an absence to provide care or assistance to a family member when such person is ill, injured or receiving medical care, treatment or diagnosis, or preventive care
- If the staff member is a victim of domestic violence, sexual assault or stalking, or due to medical or other reasons related to the staff member's health, safety and welfare and/or that of any of the staff member's children

- When the staff member's workplace or their child's school or place of care has been closed by a public official for any health-related reason
- For any other purpose or to care for any other person as authorized by an applicable paid sick leave law

For purposes of this policy, family members include: child, legal guardian or ward, parent, parent-in-law, sibling, grandparent, grandchild, spouse, registered domestic partner or child of a registered domestic partner, or a person who stood in loco parentis when the staff member was a minor or to whom the staff member stands in loco parentis. Child, parent, sibling, grandparent, and grandchild relationships include not only biological relationships but also adoption, step, and foster care relationships. The definition of child applies regardless of the child's age or dependency status. .

A staff member in San Francisco who does not have a spouse or a domestic partner may designate one person for whom paid sick leave may be used to provide care and assistance. A staff member may designate such a person no later than the date on which the staff member has worked 30 hours after paid sick leave starts to accrue. The staff member then has 10 workdays in which to make this designation. Thereafter, the designation may be made or changed once each year during a 10-day window specified by the Studio.

Staff members are expected to give reasonable advance notice of absences for which sick leave will be used. For unscheduled absences, such as for a personal illness or a family medical emergency, you must advise the Human Resource Manager as soon as practicable, and in any event no later than your scheduled starting time. Sick leave may not be used in increments of less than 15 minutes. The Studio reserves the right to request documentation that the use of sick leave is for a qualifying reason.

The Studio generally does not require verification of the need for the absence until the staff member is absent for more than three consecutive work days, but may require



verification for shorter absences if the Studio determines that the circumstances warrant (for example, the circumstances suggest an abuse of sick pay in connection with weekends or holidays) or as otherwise permitted by applicable law. A staff member who is hospitalized or out sick for more than seven calendar days for an illness or injury that is not work-related should apply for State Disability Insurance (SDI) benefits.

The Studio will not cash out unused sick leave upon termination of employment or in any other situation. However, except that if an employee is separated from employment and rehired within twelve months, WRNS will reinstate the sick leave balance as of the date of separation.

No staff member may be retaliated against for using paid sick time as provided for in this policy, or for exercising any of the rights provided by applicable state or local law regarding paid sick time.

## PAID HOLIDAYS

Regular full-time staff members and regular part-time staff members who work a minimum of 30 hours per work week have ten paid holidays during the year:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

When one of the above holidays falls on a Saturday, it normally will be observed on the preceding Friday. When the holiday falls on a Sunday, it normally will be observed the following Monday.

## HOLIDAY OFFICE CLOSING

The office is closed each year for the week between Christmas and New Year's. Staff may use accrued PTO, take the time off without pay or some combination of these options. You may work during this time with prior authorization if client commitments require it. However, Administration and Marketing services may not be available.

## JURY DUTY

Staff members who are summoned for jury duty must notify their Project Manager immediately, fill out a Leave Request form and attach a copy of the jury summons to it. All full-time staff members are paid their regular wages while on jury duty up to a maximum of 10 working days each calendar year. Part-time staff members who work a minimum of 30 hours per work week are eligible for payment of the benefit in proportion to their scheduled working hours. All other jury duty leave is unpaid, except that exempt employees who perform any work during a week of jury duty leave will receive their normal salary for that week, as required by law. Staff members are expected to report to work on those workdays, or portions of workdays, when the court is not in session.

## TEACHING

Staff members who may choose to teach must effectively do so on their own time. Any stipend would be the staff member's to keep. Other policies to observe:

- Prior approval from the employee's Project Manager/Project Director
- Limited use of Studio resources
- Maintain confidential information
- Sign a paper agreement indicating acceptance of above prior to committing to teach

## BEREAVEMENT

If a death occurs in the family (spouse, domestic partner, child, parent, step-parent, foster parent, grandparent, sibling, in-law or parent, child or grandparent of a domestic partner) of a full-time staff member, he or she will be allowed up to five working days off with pay (which must be taken within two weeks of the death). Part-time staff members working a minimum of 30 hours per work week are eligible for payment of this benefit in proportion to their scheduled working hours. Either PTO or time off without pay may be used for additional days off but should be discussed with one of the Partners or the Human Resource Manager.

## VOTING TIME

The Studio encourages all employees to fulfill their civic responsibilities and to vote in public elections. Polls are generally open from 7 a.m. to 8 p.m. on an Election Day. If a staff member does not have sufficient time outside of his or her regular working hours to vote in a statewide general election, the staff member may request time off to vote. If a staff member needs time off to vote, the Studio will allow him or her to take off up to three hours with pay at the beginning or end of the workday. The staff member should request the time off at least two days in advance.

A woman and a man are working together at a table in a modern office setting. The woman is on the left, leaning over the table, and the man is on the right, also leaning over. They appear to be discussing or working on a project. The table has various items on it, including a laptop, a glass of water, and some papers. The background shows a bright, open office space with large windows and modern furniture. A large, light-colored diagonal graphic element is overlaid on the right side of the image, creating a split effect.

# Leaves of Absence

## LEAVES OF ABSENCE

WRNS Studio recognizes that staff may need to take a leave of absence from their employment, and provides time off as required by federal and state law. All staff members are eligible for the leaves described below, subject to the specific terms and conditions of the type of leave requested. Generally, leaves are unpaid unless otherwise specified. Exempt staff members will be granted time off with pay under these policies when necessary to comply with federal and/or state wage and hour laws.

Leaves of absence may be granted under the circumstances noted below. If an employee is eligible for multiple types of leaves, the leaves will run concurrently unless otherwise required by law. If it is known in advance that a leave of absence will be needed (for example, for military or pregnancy leave), 30 days written notice of the expected leave of absence date must be given, except as otherwise required by Studio policy or applicable law.

The period that a staff member is on a leave of absence is not considered time worked for purposes of determining eligibility for, or the amount of, certain benefits, such as PTO benefits. When a staff member returns from a leave of absence, the eligibility and accrual dates for such benefits as were discontinued during the leave will resume on the date of return unless prohibited by law, statute or the terms of any applicable insurance policy. If a paid holiday falls during the period when an employee is on a leave of absence, the staff member will not be eligible for the holiday pay.

At the time the staff member intends to return to work reinstatement will be made in accordance with Studio policy, applicable legal requirements and taking into consideration business conditions existing at the time. Staff should give notice as soon as possible and at least 10 working days prior to the end of the leave, notifying the firm of their intention to return to work or to not return to work, except as otherwise required by Studio policy or applicable law. Provision for medical insurance coverage during the leave is dependent upon the type of

leave and should be addressed prior to the start of the leave of absence. It is the staff member's responsibility to report to work at the end of the approved leave.

Types of leaves (depending on the staff member's location) include:

- Personal Leave
- Family and Medical Leave
- Pregnancy Disability Leave and Transfer
- Substance Abuse Rehabilitation Leave
- Adult Literacy Education Leave
- Military Leave
- Military Spouse and Domestic Partner Leave
- Witness Leave
- Victims of Crime, Domestic Violence, Sexual Assault, & Stalking Leaves
- School and Childcare Activity Leave
- Volunteer Firefighter, Reserve Peace Officer & Emergency Duty Leave
- Organ and Bone Marrow Donor Leave

## PERSONAL LEAVE OF ABSENCE

The Studio may provide unpaid personal leaves to employees who need to take time off from work for compelling personal reasons when no other leave is applicable. Generally, employees may request personal leave after having been with the Studio for at least one year, and employees may request a personal leave to bond with a new child after having been with the Studio for at least 180 days.

The granting of a personal leave, for any reason, is discretionary on the part of the Studio. A written request for a personal leave of absence must be submitted to Human Resources at least a month before the leave is to begin, unless the need for the

leave is not foreseeable, in which case the request should be made as far in advance as possible.

A staff member taking a personal leave must substitute any accrued sick pay (as applicable) and any accrued PTO (as applicable) for the leave. Except to the extent that paid leave is substituted, a personal leave is unpaid. However, employees taking a personal leave to bond with a new child may be eligible for supplemental compensation; for information, see the San Francisco Paid Parental Leave Policy and state supplements.

Generally, personal leaves of absence may not exceed six weeks in any 12-month period. Personal leaves to bond with a new child must be completed within a 12-month period measured from the birth, adoption or foster placement of the child. In unusual circumstances, an extension of a personal leave may be granted. Requests for an extension must be submitted in writing to Human Resources.

The Studio will endeavor to reinstate you to the same or a similar position upon return from a personal leave. The Firm, however, cannot guarantee that a position will be available. Failure to return from a personal leave of absence at the scheduled time may be deemed a voluntary resignation. Acceptance of other employment during a personal leave without the Studio's prior approval is not permitted and may also be considered a voluntary resignation.

## FAMILY AND MEDICAL LEAVE

Under the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"), a staff member may qualify for an unpaid medical leave and/or a family care leave. Whenever permitted by law, FMLA leave will run concurrently with CFRA and any other leave provided under state or local law. Please note that CFRA leave is only available to California staff members. To be eligible for a leave under the FMLA/CFRA, a staff member: a) must have worked for the Studio for at least 12 months; b) must have actively provided services to the Studio for at least 1,250 hours during the 12-month period immediately preceding the beginning of the proposed leave; and c) must work in a facility that has at least 50 Studio staff



members within a 75-mile radius (when there is no fixed work site for certain employees, then the work site is construed to be the home base to which affected staff members report).

Staff members in California who work at a Studio location with between 20-49 employees within 75 miles, and meet all other eligibility criteria above, are eligible to take a CFRA family care leave to bond with a newly born or adopted child, or a child placed in foster care with the staff member; other types of FMLA and/or CFRA leaves are not available to these employees.

Staff members may request leave under the FMLA and/or the CFRA for the following reasons:

#### **Medical Leave for Serious Health Condition**

An eligible staff member may be granted a medical leave if the staff member has a serious health condition that prevents the staff member from performing one or more of the essential functions of his/her job on either a full-time or part-time basis. A "serious health condition" is generally defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or requires continuing treatment by a doctor or other health care provider. The full description is contained on the required Certification of Health Care Provider form, available from Human Resources. (Under the FMLA only, "serious health condition" includes pregnancy disability and related medical conditions.)

#### **Family Care Leave**

An eligible staff member may be granted a family care leave in two types of situations: a) if the staff member needs time off to provide care to a member of the staff member's immediate family (defined as the staff member's spouse, domestic partner, child (under age 18 unless disabled), or parent, who has a serious health condition; or b) if the staff member wishes to take time off to bond with a newly born or adopted child, or a child placed in foster care with the staff member, within the first year after the birth, adoption or placement.

## **MILITARY FAMILY LEAVE**

Under the FMLA, an eligible staff member may be granted an unpaid military family leave for the following purposes:

- because of any qualifying exigency, if the staff member has a spouse, son or daughter (of any age), or parent who is on covered active duty (or who has been notified of an impending call or order to covered active duty) in the National Guard, Reserves or regular Armed Forces ("Qualifying Exigency Leave"); or
- to care for a spouse, son or daughter (of any age), parent or next of kin who is a covered service member and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces ("Military Caregiver Leave").

Qualifying exigencies may include, for example, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

"Covered active duty" means: a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and b) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13) (B) of title 10, United States Code.

A "covered service member" is: a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5

years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

## **PERIODS OF FMLA/CFRA LEAVE**

Eligible staff members are able to take medical and/or family care leave(s) under the FMLA/CFRA, and Qualifying Exigency leave under the FMLA, for up to a maximum of 12 work weeks in a 12-month period. For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Studio uses a "rolling" 12-month period measured backward from the date a staff member uses FMLA leave.

Exception: The only exception is in the case where two Studio staff members are (or will be) parents or foster parents of the same child and both parents seek a family care leave to bond with the newborn or newly placed child. In such cases, the total amount of family care leave that will be granted for the purpose of bonding with the child will be 12 work weeks in any 12-month period, to be shared by the two parents. (Note: unmarried parents may have greater rights under the FMLA.)

All leaves that are taken because of the birth of a child, or because of the placement of a child, must be completed within one year of the birth or placement. Generally, leave taken for these purposes must be taken in increments of at least two (2) weeks. However, staff members may take a leave of less than two (2) weeks' duration on any two (2) occasions.

When Military Caregiver Leave is needed, an eligible staff member may take up to 26 work weeks of leave in a 12-month period under the FMLA. This leave is available only during a single 12-month period, which begins on the first day of the Military Caregiver Leave and ends 12 months after that date. If the staff member also takes leave for another purpose permitted by this policy during the same 12-month period, the staff member may take no more than a cumulative total of 26 work weeks in the same 12-month period. Where two Studio staff members are spouses and both are eligible for FMLA leave, the two staff members may be limited to a combined

maximum of 26 work weeks of leave during the single 12-month period, as permitted by law.

Eligible staff members are not required to take FMLA/CFRA leave in one continuous period, but may take such leave on an intermittent or reduced-hour basis, as provided by law. While a staff member is on an intermittent or reduced work schedule leave, the Studio may, at its option and consistent with applicable law, temporarily transfer the staff member to another position for which he/she is qualified, which better accommodates the staff member's recurring intermittent or reduced leave schedule, and which has equivalent pay and benefits but not necessarily equivalent responsibilities.

With the exception of time off due to a disability resulting from pregnancy, childbirth or related medical conditions, discussed below, or a military family leave that is for a reason not covered by the CFRA, a leave under the FMLA runs concurrently with leave under the CFRA, so that eligible staff members are entitled to a maximum total of 12 work weeks of leave in any 12-month period (or 26 work weeks if a Military Caregiver Leave is involved).

## NOTICE OF FMLA/CFRA LEAVE

In connection with any type of family and/or medical leave, staff members must provide sufficient information for the Studio to determine if your leave may qualify for FMLA and/or

CFRA protection, as well as the anticipated duration and timing of the leave. Sufficient information may include a statement that the staff member is unable to perform job functions, that a family member is unable to perform daily activities, that the staff member has a need for hospitalization or continuing treatment by a health care provider, or a description of the circumstances supporting the need for military family leave. The staff member also must inform the Studio if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If a staff member requests a leave for an FMLA and/or CFRA purpose, the Studio will inform the staff member if they are eligible for the leave under the FMLA and/or CFRA. If the

staff member is eligible, the notice will specify any additional information required, as well as a summary of the staff member's rights and responsibilities. If the staff member is not eligible, the notice will provide a reason for ineligibility. The Studio will also inform the staff member if their leave will be designated as FMLA- and/or CFRA-protected and the amount of leave that will be counted against their entitlement. If the Studio determines that the leave is not FMLA- and/or CFRA protected, the Studio will notify the staff member.

Where possible, a staff member must deliver a completed Leave of Absence Request form to Human Resources at least 30 days before the leave is to begin. If the need for the leave was not foreseeable 30 days in advance, the staff member must deliver notice of the need for the leave to Human Resources as soon as practicable and must comply with the Studio's normal call-in procedures. If, due to the unforeseen circumstances necessitating the leave, advance notice is not feasible, the staff member or staff member's representative (such as a family member) must provide a properly completed Leave of Absence Request form to Human Resources no later than five (5) days after the leave began, or by the deadline specified by Human Resources in a letter delivered to the staff member's home address.

If leave is needed for the planned medical treatment of the staff member or an immediate family member, the staff member will be expected to work with his or her manager in scheduling time off in an effort to meet the needs of the staff member while also minimizing, to the extent feasible, any disruption to the business. In all cases, however, the physician providing the treatment in question will make the final decision with regard to scheduling of treatment.

## CERTIFICATION FOR FMLA/CFRA LEAVE

If the leave is for a staff member's own serious medical condition or to care for an immediate family member with a serious medical condition, the staff member must also provide Human Resources with a completed Certification of Health Care Provider form. The completed medical certification form

must be provided to Human Resources within 15 calendar days after the Studio requests completion of the form, unless it is not practicable under the circumstances to do so, despite your diligent, good-faith efforts. Failure to submit the form on a timely basis may result in a delay of your leave of absence.

If the Studio has a good faith, objective reason to doubt the validity of a certification of the staff member's serious health condition, the Studio may require the staff member to obtain a second opinion from a doctor chosen by the Studio and at the Studio's expense. If the staff member's health care provider and the Studio's doctor do not agree, the Studio may require a third opinion, at the Studio's expense, performed by a jointly approved doctor. This third opinion will be final and binding. Staff member' may obtain free copies of the second and third opinions, on request. If the request is for an FMLA Military Caregiver Leave, the staff member must provide Human Resources with a completed Certification for Serious Injury or Illness of Covered Service member for Military Family Leave form.

If the request is for an FMLA Qualifying Exigency Leave, the employee must provide Human Resources with a Certification of Qualifying Exigency for Military Family Leave form. These forms may be obtained from Human Resources.

### Extension of Leave

If the staff member cannot return to work from a leave as previously scheduled, the staff member must deliver another completed Leave of Absence Request form to his/her manager and to Human Resources as soon as the need for an extension has become apparent, but generally not later than five (5) business days before the existing approved leave period is to expire.

If the need for an extension is because of a continued serious medical condition of the staff member, because of the continued need of the staff member to care for an immediate family member with a serious health condition, or for military family leave purposes, the staff member also must deliver a

properly completed and updated certification form to Human Resources within the time specified by the Studio. (Please do not deliver this form to your manager.) The Studio will provide a response to the extension request.

Absent compelling circumstances, failure to timely comply with the extension request procedures described above may result in a delay or denial of any leave extension request.

### **Returning from Leave**

A staff member on leave must contact his/her manager and Human Resources at least five (5) days before the leave is scheduled to expire to confirm that he/she will be returning to work as scheduled, so that appropriate arrangements can be made for his/her return. If the staff member is returning from a medical leave for his/her own serious health condition, the staff member must also deliver a written return to work authorization from the staff member's health care provider to Human Resources that includes the following information: (a) the date the staff member is medically authorized to return to work; (b) whether the staff member's return to work is subject to any medical restrictions or limitations and for what periods of time; and (c) whether the staff member needs any particular assistance or accommodation from the Studio upon the staff member's return to work that will enable the staff member to perform the essential functions of the staff member's position.

If the staff member is returning from a FMLA/CFRA leave of 12 weeks or less, the staff member will be reinstated to his/her former position or an equivalent or comparable position, as required by applicable law. As allowed by law, reinstatement may be denied to "key" staff members (those among the 10% highest paid) who are returning from FMLA/CFRA leave when such denial is necessary to prevent substantial and grievous economic injury to the Studio's operations. Failure to timely deliver a return to work authorization, as discussed above, may result in a delay in the staff members return to work and/or denial of reinstatement.

### **Pay and Benefits During Leave**

All family and medical leave and leave for other medical-related conditions is unpaid, unless otherwise specified. Staff members must substitute their accrued PTO during any unpaid portion of a FMLA/CFRA leave (except that where the leave is also a pregnancy disability leave, the employee has the option to substitute accrued PTO). Staff members must substitute their accrued sick leave during any unpaid portion of a FMLA/CFRA leave when the time off is for the employee's own serious health condition, and can elect to substitute sick leave where the time off is for a family member's serious health condition. Staff members also have the option to substitute their accrued sick leave where the time off is for bonding with a new child. The substitution of paid leave does not extend the duration of the leave to which a staff member is entitled.

Employees taking a parental leave to bond with a new child may be eligible for supplemental compensation; for information, see the San Francisco Paid Parental Leave Policy.

The Studio will maintain group health coverage for the staff member and their covered dependents to the extent required by law. In particular, the Studio will maintain group health benefits for the staff member and their covered dependents during a family and medical leave, for up to a maximum of 12 weeks in a 12-month period, on the same terms and conditions that this benefit was provided when they were working. This benefit continuation will begin on the first day on which a leave of absence begins for (a) any medical disability, (b) family care purposes, or (c) because of a qualifying exigency associated with the covered active duty of a family member. Depending on the other leaves the staff member has taken during the relevant 12-month period, this benefit continuation may end before the staff member's current leave of absence ends. In this case, the staff member will be responsible for maintaining the coverage yourself pursuant to COBRA. If the staff member is taking a Military Caregiver Leave, the Studio will maintain group health benefits for the staff member and the staff member's dependents for the full duration of your leave.

During any periods of leave that are paid (including those periods when the staff member is using accrued PTO or sick leave), premium contributions will continue to be deducted from the staff member's paycheck(s). If any portion of the leave is unpaid, the staff member will be required to timely pay the Studio directly for the staff member's share of any applicable premiums. No later than five (5) business days after the leave begins, the staff member should make arrangements with Human Resources for the continued payment of any applicable premiums during the period of leave that will be unpaid.

The Studio may recover the premiums it paid to maintain coverage under this policy if the staff member fails to return to work after the period of leave to which the staff member is entitled has expired for a reason other than: (a) the continuation, reoccurrence or onset of a serious health condition that entitles the staff member to a Family Care and Medical Leave; (b) the taking of leave under the CFRA; or (c) other circumstances beyond the staff member's control.

### **Enforcement**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

The FMLA also permits staff members to file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **PREGNANCY DISABILITY LEAVE & TRANSFER (CALIFORNIA STAFF MEMBERS ONLY)**

Any staff member employed who is disabled on account of pregnancy, childbirth, or related medical conditions is eligible for a pregnancy disability leave for the period of actual disability,

up to a maximum of four months per pregnancy. Pregnancy disability leave provides time off for prenatal or postnatal care, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, doctor-ordered bed rest, postpartum depression, loss or end of pregnancy and recovery from childbirth or loss or end of pregnancy. Pregnancy disability leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable.

Moreover, a staff member is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Studio with medical certification from her health care provider. In addition to other forms of reasonable accommodation, a pregnant staff member is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification and the transfer can be reasonably accommodated.

Whenever possible, a staff member should submit a written request for pregnancy disability leave or transfer to the Human Resource Manager at least 30 days before the leave or transfer is to begin. Any request for a pregnancy disability leave must be supported by medical certification of disability from a health care provider which contains the following information: a) the date on which the staff member became disabled due to pregnancy; b) the probable duration of the period or periods of disability; and c) an explanatory statement that due to the disability the staff member is unable to perform any one or more of the essential functions of her position without undue risk to herself, her pregnancy or to other persons.

In the case of a request for a pregnancy disability transfer, the staff member must submit a medical certification that provides the following information: a) the date on which the need to transfer became medically advisable; b) the probable duration of the period or periods of the need to transfer; and c) an explanatory statement that due to the pregnancy, the transfer is medically advisable.

Pregnancy disability leave will run concurrently with medical leave under the FMLA if the employee is eligible for FMLA leave. However, pregnancy disability leave is in addition to any leave under the CFRA.

A staff member taking pregnancy disability leave must substitute any accrued sick pay (as applicable) for any unpaid portion of the leave and may, at her option, substitute any accrued PTO (as applicable) for any unpaid portion of the leave. Except to the extent that paid leave is substituted, a pregnancy disability leave is unpaid. The substitution of paid leave for pregnancy disability leave does not extend the total duration of the leave to which an employee is entitled. No other staff benefits will be earned or paid during a pregnancy disability leave.

A staff member taking a pregnancy disability leave is entitled to continued group health benefits under the same terms and conditions as if the staff member was at work, for up to a maximum of four (4) months of leave in a 12-month period, commencing on the date the pregnancy disability leave begins. If paid leave is substituted for unpaid pregnancy disability leave, the Studio will deduct the staff member's share of the health plan premium as a regular payroll deduction. If pregnancy disability leave is unpaid, the staff member must pay her portion of the premium through a method determined by the Studio upon the start of the leave. Unless the staff member is entitled to benefits continuation under CFRA, if the staff member's pregnancy disability leave lasts longer than four (4) months, the staff member may continue their coverage at their own expense under COBRA. The staff member should review the appropriate benefit plan documents and contact the Human Resource Manager with any questions concerning continued eligibility under the various plans. Staff members on a pregnancy disability leave should apply for State Disability Insurance (SDI) benefits and benefits under the Studio's LTD insurance plan.

Unless the Studio and the staff member have already agreed upon the staff member's return date, a staff member who has taken a pregnancy disability leave or transfer must notify the

Human Resource Manager at least two business days before her scheduled return to work or transfer back to her former position. A staff member who timely returns to work at the expiration of her pregnancy disability leave will be reinstated to her former position, or a comparable position, whenever possible and consistent with applicable law.

A staff member who has taken a pregnancy disability leave or transfer must be released by her doctor to return to work. The release must be in writing and submitted to the Human Resource Manager on or before the staff member's return from a pregnancy disability leave or transfer.

Additional information about pregnancy disability leave or transfer may be obtained from the Human Resource Manager.

## SUBSTANCE ABUSE REHABILITATION LEAVE

Staff members who have a problem with alcohol or drugs and who decide to enroll voluntarily in an alcohol or drug rehabilitation program will be given time off from work to participate in the program, unless the staff member's time off would result in an undue hardship to the Studio.

Certification of enrollment into a drug or alcohol rehabilitation program must be submitted to the Human Resource Manager at or before the beginning of the leave of absence, stating the dates the staff member will attend the program and confirming that the staff member cannot work while attending the program. The staff member will be expected to return to work on the first working day following completion of the program. Requests to extend an initial leave period must be accompanied by supporting documentation and be received prior to the original return date.

Before returning to work following a drug or alcohol rehabilitation leave, the staff member must submit certification to the Human Resource Manager from an authorized representative of the rehabilitation program in which the staff member was enrolled, confirming that the staff member participated in such a program; the dates the staff member



participated; and that the staff member successfully completed the program in which he/she enrolled.

A staff member taking a drug or alcohol rehabilitation leave must substitute any accrued sick pay (as applicable) and any accrued PTO (as applicable) for the leave. Except to the extent that paid leave is substituted, a drug or alcohol rehabilitation leave is unpaid. The substitution of paid leave for a drug or alcohol rehabilitation leave does not extend the total duration of the leave to which an employee is entitled. No other staff member benefits will be earned or paid during a drug or alcohol rehabilitation leave.

If a staff member is eligible for FMLA/CFRA leave, a substance abuse leave will run concurrently with such leave, to the extent permitted by law.

ADULT LITERACY EDUCATION LEAVE

Any staff member who wishes to enter an adult literacy program shall be granted time off to attend such a program, if time off from work is necessary to attend such program and does not impose an undue hardship on the Studio. All such leaves shall be on an unpaid basis unless the staff member elects to use accrued PTO for this purpose. See the Human Resource Manager if you need additional information about such leave.

MILITARY LEAVE/ MILITARY RESERVE TRAINING

All staff members are eligible for an unpaid military leave in order to serve in the uniformed military services. A military leave will be granted for up to a maximum aggregate total of five (5) years for all absences due to military service (not including certain involuntary extensions of service).

“Uniformed military” means the Army, Navy, Air Force, Marine Corps and the Coast Guard, as well as the Reserves of each of those branches of service, the United States National Guard, the National Guard of the state in which the staff member is resident, commissioned corps of the Public Health Service,

and any other category of persons designated by the President of the United States, or the Governor of the State in which the staff member is resident, in a time of war or emergency. “Service” means active duty, active duty for training, initial active duty for training, full-time National Guard duty, or absences for examinations to determine fitness for duty.

Staff members must provide reasonable advance notice of any need for military leave unless military necessity or circumstances make such notice impossible or unreasonable. Staff members must submit a complete Leave Request form to the Human Resource Manager, along with proof of required military service, such as copies of military orders, training or induction notices. During a military leave, the staff member may receive his or her regular pay for up to a maximum of 10 days in a 12-month period. To receive such pay, the staff member must provide the Human Resource Manager with a copy of official documentation evidencing the staff member’s military duty and that the military pay received was less than the staff member’s Studio compensation would have been for the same period. The Studio will pay the staff member the difference between the staff member’s regular pay and military pay up to an amount equivalent to 10 days of the staff members pay at the Studio. Thereafter, military leave will be unpaid, although the staff member may substitute accrued PTO for any unpaid portion of leave.

If a period of uniformed service is for 30 or fewer days, health benefit plan participation will continue, and the staff member will not be required to pay more than the staff member’s regular share of any premium(s) as if the staff member were actively working. Studio-sponsored group health benefits will cease on the 31st day of the military leave, although the staff member may elect to continue his/her participation in Studio-sponsored group health benefit plans pursuant to applicable federal and state law.

In order to be reinstated to employment following a military leave, a staff member must report back to the Studio within specified periods after the conclusion of his/her military service, as follows:

Period of Service	Report to Work Date
Fewer than 31 days	The 1st work day following conclusion of the military service
31-180 days	By the 14th day following conclusion of the military service
More than 180 days	By the 90th day following conclusion of the military service

A limited extension of the return to work date is available, by request/application of the staff member, if the staff member is unable to timely return to work due to injury, illness or hospitalization continuing after discharge from military service. If a staff member fails to report or apply for reinstatement within three days beyond the time allowed by law, the staff member will have been considered to have voluntarily resigned from employment, and will be separated from the Studio.

With regard to any other compensation or benefits during military leave and/or upon reinstatement following a military leave, the Studio will comply with all applicable federal and state laws in effect.

MILITARY SPOUSE / DOMESTIC PARTNER LEAVE (CALIFORNIA STAFF MEMBERS ONLY)

A staff member, who is the spouse or domestic partner of a member of the Armed Forces, National Guard, or Army Reserves, may take up to 10 days of unpaid Military Spouse/ Domestic Partner Leave during a qualified leave period when the staff member’s spouse or domestic partner is home on leave from the military. To be eligible for this leave, the staff member must work an average of 20 hours per week, be the spouse/domestic partner of a “qualified member” of the Armed Forces, National Guard, or Army Reserves, and provide notice of the intent to take the leave within two business days of receiving official notice that the spouse/domestic partner will be on leave from deployment during a period of military conflict.

A “qualified leave period” is the period during which the qualified member is on leave from deployment during a period of military conflict. A “period of military conflict” refers to the period of war declared by Congress or a deployment authorized under specified sections of the federal Armed Forces Code.

A staff member must provide notice of the need to take this leave in advance of the leave and as soon as is practicable. When submitting a Leave Request form, the staff member must include written documentation that his or her spouse or domestic partner military member will be on leave from deployment during the time of the requested leave.

Time off for this purpose is unpaid, unless the staff member elects to use any accrued PTO. See the Human Resource Manager if you need additional information about such leave.

## WITNESS DUTY

A staff member who is subpoenaed or ordered to serve as a witness in a court proceeding may take unpaid leave or accrued PTO for such purpose. The staff member should give notice to the Human Resource Manager as soon as the staff member receives the subpoena or notice.

## VICTIMS OF CRIME, DOMESTIC VIOLENCE, SEXUAL ASSAULT & STALKING LEAVES AND ACCOMMODATION

Any staff member who is a victim of a crime may take unpaid time off, as needed, to appear in court as a witness or to comply with a subpoena or other court order.

Victims of domestic violence, sexual assault or stalking may take unpaid time off work to obtain help from a court, seek medical attention, obtain services from an appropriate shelter, program or crisis center, obtain psychological counseling or participate in safety planning, such as permanent or temporary relocation, or for another reason permitted by applicable state or local law. The Studio may require proof of a staff member's participation in these activities. Whenever possible, the staff

member must provide his or her supervisor reasonable notice before taking any time off under this policy. He or she may substitute any accrued time off for the leave under this policy. Leave under this policy does not extend the time allowable under the Family and Medical Leave policy in this handbook.

All leaves for victims of crime, domestic violence, sexual assault and stalking shall be on an unpaid basis unless the staff member elects to use accrued PTO or sick leave for this purpose.

In addition, the Studio will provide reasonable accommodations to staff members who are victims of domestic violence, sexual assault or stalking for the staff member's safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the staff member's job duties and position. To request an accommodation under this policy, a staff member should contact their supervisor or the Director of Human Resources. The Studio will engage the employee in an interactive process to determine effective reasonable accommodations.

No staff member will be subject to discrimination or retaliation because of his or her status as a victim of domestic violence, sexual assault or stalking, or for requesting time off or an accommodation under this policy.

## SCHOOL AND CHILDCARE MATTERS LEAVE

Any staff member who is the parent or guardian of a child whose school principal has made a written request that the staff member attend a portion of the school day with the child, or a conference in connection with the child's suspension or proposed suspension, may take unpaid time off to attend the child's school or school conference.

In addition, the Studio allows those staff members who are a parent, guardian, stepparent, foster parent, grandparent of, or person who stands in loco parentis to, a child attending school (grades K-12) or being cared for by a licensed child care provider to take unpaid time off up to 40 hours each year (and not to exceed 8 hours each month, with the exception of school or childcare emergencies) to: find, enroll, or reenroll his or her child in a school or with a licensed child care provider; participate in school or child care activities; or to address a school or child care provider emergency. A school or child care provider emergency means that an staff member's child cannot remain in a school or with a child care provider due to: the school or child care provider has requested that the child be picked up, or has an attendance policy, excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider; behavioral or discipline problems; closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or a natural disaster. The staff member must provide the Studio with reasonable advance notice of the absence and may be required to provide written verification. If two staff members of the Studio are the parents, guardians or grandparents of a child, the Studio may allow only one staff member at a time to take time off from work for school or day care participation activities.

Time off under this policy shall be unpaid unless the staff member elects to use any accrued PTO for this purpose. The staff member must provide reasonable advance written notice of the requested time off and the Studio may require written verification that the employee participated in the school/childcare activity. See the Human Resource Manager for additional information about such leave.

## VOLUNTEER FIREFIGHTER RESERVE PEACE OFFICER & EMERGENCY DUTY LEAVE

A staff member who is a volunteer firefighter of a regularly organized fire department, fire protection or firefighting

agency that is officially recognized by the federal, state or local government, or who is a reserve peace officer of a police or sheriff's department, will be granted a temporary leave of absence to perform emergency duty as a volunteer firefighter or reserve peace officer, or to perform emergency rescue services as part of a fire department, fire protection or firefighting agency, or of a police or sheriff's department. Such staff members also are entitled to leave of up to 14 days per calendar year to attend fire, law enforcement, or emergency rescue training.

All such leaves shall be on an unpaid basis unless the staff member elects to use accrued PTO for this purpose. See the Human Resource Manager for additional information about such leave.

## **ORGAN & BONE MARROW DONOR LEAVE (CALIFORNIA STAFF ONLY)**

A staff member who requires time off for purposes of donating an organ to another person may take a paid leave of absence for up to 30 business days in a 12-month period measured from the date the leave first begins. Additionally, any Studio staff member who requires time off for purposes of donating bone marrow to another person may take a paid leave of absence for up to 5 business days in a 12-month period measured from the date the leave first begins.

A staff member will be required to use up to 5 days of accrued PTO/sick leave for time off related to bone marrow donation, and up to 10 days for organ donation.

A staff member requesting leave will be required to submit a medical certification verifying that he or she is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

The Studio will maintain the staff member's group health plan coverage during any period that a staff member takes leave under this policy for organ or marrow donation, in the same manner and on the same terms as if the staff member had been actively at work during the leave period. Leave under this

policy is in addition to any FMLA/CFRA leave to which the staff member may be entitled. See Human Resources if you need additional information about such a leave.



# Professional Practices & Standards of Conduct



## ATTENDANCE

The regular and timely attendance of every staff member at WRNS Studio is necessary. The knowledge and skills our staff have acquired are instrumental in providing the high quality service that satisfies our clients. It is therefore important to report to work each day. On those occasions when a staff member is absent, the office is to be notified as soon as practicable, but in no event later than 8:30 a.m. that day. The staff member must notify his or her Project Manager, Human Resource Manager and/or receptionist, a combination of any two. In addition, the staff member's immediate supervisor should be kept apprised of a continued absence. A staff member who knows he or she will be late must contact the office as soon as possible.

Excessive tardiness and absenteeism will not be tolerated and may result in disciplinary action up to and including termination.

Any unreported absence of three consecutive days or more will be deemed a voluntary termination of employment with WRNS Studio.

## PERSONAL APPEARANCE

The visual image the Studio portrays to clients, job applicants, and visitors is an important part of its success. All staff members are expected to maintain an appropriate appearance that is businesslike, neat, and clean. Generally, you should wear business casual attire as determined by the customs and requirements of your position and job responsibilities.

## GIFTS & GRATUITIES

Accepting gifts in any form from contractors, material suppliers, vendors or others as a result of contacts through office business is discouraged. Staff member must be careful not to permit actions which suggest that the use of a material or a subcontractor may be based upon a personal rather than an objective technical and professional evaluation. Similarly, staff members may not give gifts or extend favors in order to gain influence, commissions or favors.

## GENERAL LIABILITY

WRNS Studio has a liability protection program. If a staff member is involved in a circumstance or accident that might implicate the Studio's liability coverage, the event should be reported as soon as possible to a Owner. The report should include the names of persons involved, location, time of day, witnesses, and any other information that might prove valuable.

## PROFESSIONAL LIABILITY

If a staff member becomes aware of a potential professional liability issue, contract dispute, claim or other potential legal risk, the staff member must notify a Owner.

## CONFIDENTIALITY

All staff members are to respect the confidence placed in the Studio by our clients. The professional relationship between each client and the Studio demands that there be no disclosure of any non-public information about projects without proper authorization. This includes responses to inquiries about projects or potential projects from the press, contractors, other professional consultants, or the public. Similar respect should be given to Studio relationships with professional consultants.

Information on the Studio's commissions and similar business activities may be released to the news media, reports, and publications only with the approval of the Owners, who shall have the responsibility for first clearing the release with the client.

Drawings and business documents, in any format, as well as Studio Trade Secrets, are also considered confidential and should not be removed from the studio or disclosed for other than the Studio's interests. Permission to keep a print or a report of any individual's own work must be obtained from one of the Owners.

Under the Federal Defense of Trade Secrets Act, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or

local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

## OUTSIDE PRACTICE

- While the Studio cannot dictate to staff how they use their own time, the following policies will be observed with respect to a staff member having an outside practice:
- Anyone providing outside architectural services is obligated to advise their client in writing that the work is not by, for, or in the name of WRNS Studio and that this Studio does not assume liability or responsibility for such work.
- Outside work must not interfere with regular work assignments.
- No outside work may be done during a staff members working time.
- No outside work may be performed in the office, nor shall the Studio's equipment of any kind be used for outside work.
- Anyone engaged in outside employment is ineligible to receive Workers' Compensation payment or other similar types of benefits from the Studio due to a disability contracted during or resulting from such outside employment.
- The Studio urges that anyone doing outside work secure adequate personal and professional liability insurance for such work.

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## USE OF ELECTRONIC RESOURCES

WRNS Studio provides email, voicemail, and computer network systems, as well as Internet access, to help staff members perform their job duties. In addition, the Studio provides some staff members with computers and personal electronic devices so that they can maintain contact with the Studio network and make and receive business calls and other communications when away from the studio. These means of communication are collectively referred to as “electronic resources” for the purposes of this policy. Any other form of electronic system used or issued by the Studio or its staff members currently or in the future also is intended to be encompassed in scope of electronic resources covered by this policy. The Studio has established the following policies governing the business and personal use of its electronic resources.

Staff members should be aware that these guidelines may affect their privacy in the workplace. The Studio respects the individual privacy of staff members, but the right of privacy does not extend to work-related conduct or to use of the Studio’s electronic resources or to any communication or information created, sent, received, or maintained on the Studio’s electronic resources. In addition, staff members should note that they have no right of privacy with respect to personal messages and information created, sent, received, or maintained on the Studio’s electronic resources regardless of whether such personal information and messages are created, sent, or received through a personal or non-Studio email account, including but not limited to web-based accounts such as Gmail and Yahoo.

**Management’s Right to Access Information:** Staff members have individual passwords to our various electronic resources to prevent unauthorized access to information. However, passwords do not confer any right of privacy, as these resources belong to the Studio. The contents of

communications and data transmitted over, or stored in, Studio electronic resources, are accessible at all times by Studio management. These resources may be subject to periodic unannounced inspections and should be treated like other shared filing systems.

All email, voicemail, text and other electronic communications created, sent, received, or maintained through the Studio’s electronic resources are Studio records. The contents of these communications may be disclosed without your permission, in the sole discretion of the Studio and as required by law. In addition, electronic communications may be disclosed to law enforcement agencies if the communications cause the Studio to suspect possible criminal or other illegal activity. Therefore, you should not assume that your messages are confidential.

Back-up copies of email and other messages may be maintained and examined for legal or business reasons. The Studio may, from time to time, monitor any and all aspects of our electronic resources for any legal or business-related purpose. Such purposes include, but are not limited to, determining compliance with Studio policies, investigating suspected misconduct, or locating information or work product. The Studio may monitor all network activity on the Studio’s computers or other electronic devices. By using the Studio’s electronic resources, you waive any right to privacy in anything you create, store, send, or receive on these systems.

**Personal Use:** The Studio provides its electronic resources to assist staff members in the performance of their jobs and for Studio business. However, because the Studio recognizes that staff spends a significant part of their day at work and that there will be occasions when it will be necessary to use the Studio’s electronic resources for personal use, occasional and limited personal use of the Studio’s electronic resources is permitted. Any personal use must not interfere with the performance of work, cannot be done for personal pecuniary gain, or violate any Studio policy.

In addition, staff may not use the Studio’s electronic resources for any illegal or unethical purpose, to violate any Studio policy,

or in any way that discloses Studio confidential trade secrets or nonpublic information regarding our clients.

**Harassment and Discrimination:** Staff members are prohibited from using the Studio’s electronic resources for storing, transmitting, or receiving any information that may be reasonably perceived by others to be discriminatory or harassing. The use of any of our electronic resources for storing or transmitting material that constitutes prohibited discrimination or harassment will be considered a violation of our Equal Employment Opportunity and/or harassment policies. Examples of forbidden transmissions include sexually explicit photographs, messages, cartoons or jokes, unwelcome propositions or love letters, or ethnic or racial slurs. The Studio may monitor its electronic resources at any time, with or without advance warning to staff members, to ensure compliance with these policies.

**Software Copying and Copyright Compliance:** The Studio takes seriously our responsibility to ensure compliance with federal copyright law. The Copyright Act of 1976 and license agreements with vendors govern the creation and use of computer software and associated documentation. Compliance with the Copyright Act and license agreements is the responsibility of every staff member and Owner of the Studio. To this end, the following guidelines have been established:

- The Studio does not permit the unauthorized reproduction of copyrighted computer software or documentation;
- The Studio will, upon appropriate justification, provide necessary software to our personnel for use on the Studio’s computers in accordance with copyright law and applicable license agreements; and
- Studio personnel using software provided by the Studio are not permitted to make copies for use on other machines.

**Voicemail:** Voicemail messages should be treated in the same manner as email messages. Staff members must not assume that voicemail messages they leave for others, or messages

left for the staff member, are confidential, because voicemail messages are easily forwarded. The Studio has access to voicemail at all times, and may clean out overcrowded voicemail boxes without advance notice. Staff members may not gain access to other staff members' voicemail messages without permission.

**Internet Usage:** Internet access is provided by the Studio as a business tool. Staff may not use the Studio's Internet access for any purpose that is illegal or unethical, or is in violation of any of our policies, or to retrieve or download sexually-explicit photographs, pictures, or other similar materials, or jokes, games or other information that may be reasonably perceived to be harassing or intimidating because of a characteristic protected by law. Staff may not access or contribute to job-search sites (except where doing so is a requirement of your employment), gambling sites, illegal drug-oriented sites, or chain letters.

**Email:** Staff should understand that any messages or information sent via the Studio's Internet gateway are identifiable and attributable to the Studio. Similarly, staff may not use their personal email addresses/accounts to conduct Studio business.

**Security:** Staff has passwords to access the Studio's computer system and other electronic resources, and no password may be used that is not known to the Studio. Staff must maintain their passwords as confidential and must not share passwords with anyone who is not authorized by the Studio to have the password and/or anyone who is not authorized to access the Studio's electronic resources.

For network security purposes, all systems connecting our network resources to the Internet must be approved, operated and managed by the Studio.

Staff may not install any outside software, including games and "free" files downloaded from the Internet, onto any Studio computer or the computer network. If there is software that you think would be helpful in your work on behalf of the Studio, please obtain advance written permission from a Owner or

the Human Resource Manager before such software may be installed on a Studio computer.

**Liability:** The Studio assumes no liability for loss, damage, destruction, alteration, non-delivery, disclosure, or misuse of any personal data or communications transmitted over or stored on the Studio's electronic resources.

**Electronic media:** When providing data in the form of electronic media, the following statement should be included with the data:

*"Conditions for Electronic Data Transfer: Pursuant to your request, WRNS Studio agrees to provide data in the form of electronic media. The electronic media and data are instruments of professional service and shall not be used, in whole or in part, for any project other than that for which they were created, nor transferred to any third party without the express written consent of WRNS Studio and without suitable compensation to WRNS Studio. Accordingly, the recipient agrees to waive any and all claims against WRNS Studio resulting in any way from the unauthorized use, reuse, or alteration of the electronic media or data and to indemnify and hold WRNS Studio harmless for any resulting claims, losses, damages, or costs including attorney's fees."*

**Remote access to computer network:** Certain staff may be provided with remote access to the Studio's electronic resources, at the Studio's sole discretion. Such access is generally restricted to exempt staff and to non-exempt staff that has a demonstrated compelling need to access the Firm's electronic resources from home or another remote location. Remote access is subject to the same terms and conditions that apply to any of the Studio's electronic resources, as described in this policy.

Non-exempt staff must also agree to report as hours worked all time spent reviewing and responding to e-mail and other communications and accessing these resources for business purposes. If permitted by the Studio, remote access may be provided for a limited period of time only. The Studio has the

right to revoke remote access privileges at its discretion, for any reason, with or without advance notice to the staff member.

If permitted to have remote access to the Studio's electronic resources, staff are expected to protect access to proprietary and confidential information belonging to the Studio and its clients. Staff must not permit other persons with access to the computer hardware, including but not limited to a spouse, domestic partner, children or parents, to gain access to any of the Studio's electronic resources. Staff are also prohibited from removing such information from Studio premises using discs or other media, unless approved by an Owner or the Human Resource Manager. When a staff member requires remote access to this information, the staff member must obtain it through the Studio's remote network access service.

When using the Studio's remote network access service, staff must not store proprietary information on outside computer systems, and must return such information to the Studio's servers.

## PERSONAL MOBILE AND ELECTRONIC DEVICES

This section establishes the Studio's guidelines for staff member use of personally owned electronic devices for Studio-related purposes. Personal electronic devices include personally owned cellphones, smartphones, tablets, laptops and computers. Staff members may have the opportunity to use their personal electronic devices for work purposes when authorized in writing, in advance, by Studio management. The use of personal devices for work purposes is limited to certain staff and may be limited based on compatibility of technology. Staff who have not received authorization in writing from Studio management will not be permitted to use personal devices for work purposes.

All Studio policies and procedures apply to a staff member's use of a personally owned device for work-related purpose, including other provisions of this Use of Electronic Resources

policy, as well as Studio policies on harassment, discrimination, retaliation, trade secrets, and confidential information.

No staff member using his or her personal device to access the Studio's electronic resources should expect any privacy except that which is governed by law. The Studio has the right, at any time, to monitor and preserve any communications that use the Studio's networks and electronic resources in any way, including data, voice mail, telephone logs, Internet use and network traffic.

Nonexempt staff may not use their personal device to conduct work on behalf of the Studio outside of their normal work schedule without authorization in advance from the employee's supervisor or the Human Resources Manager. This includes reviewing, sending and responding to e-mails or text messages, responding to phone calls, or making phone calls.

Staff authorized to use personal devices under this policy will receive a monthly stipend based on the actual or estimated use of the device for work purposes. The stipend represents a reasonable reimbursement for the work-related use of the device, including the cost of the device.

Family and friends should not use personal devices that are also used for Studio purposes. Staff are expected to protect personal devices used for work-related purposes from loss, damage or theft, and must immediately notify the Human Resources Manager in the event their personal device is lost, stolen or damaged. Violations of these guidelines may result in discipline, up to and including termination of employment.

## USE OF SOCIAL MEDIA

The Studio understands that social media can be a rewarding way to share your life and opinions with family, friends and colleagues. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Studio has established these guidelines.

In the context of these guidelines, "social media" includes all means of communicating or position information or content of any sort on the Internet, including to you own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, as well as any other form of electronic communication.

The principles and guidelines found in the Studio's policies apply to your activities online, in addition to these basic guidelines:

1. Ultimately, you are solely responsible for what you post online.
2. Before creating online content, consider some of the risks and rewards that are involved.
3. Keep in mind that any of your conduct that interferes with your job performance or that of other Studio staff or otherwise adversely affects our clients, suppliers, contractors, staff, Owners or the Studio's legitimate business interests may result in disciplinary action up to and including termination.

The Studio fully respects the legal rights of our staff, including their rights under the National Labor Relations Act, to engage in concerted and protected activities, and any provision of this Policy which interferes with the legal rights of our staff will not be enforced. This Policy does not apply to discussions of wages, hours, working conditions or other terms and conditions of employment.

Ensure that your postings are consistent with these guidelines and with the Studio's policies, including but not limited to the Equal Employment Opportunity Policy, the Policy Against Harassment, the Sexual Harassment Policy, and Confidentiality Policy. Inappropriate postings that include discriminatory remarks, harassment, and threats of violate or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy rather than by posting complaints on social media.

Never represent yourself as a spokesperson for the Studio, unless specifically authorized by your job duties. If the Studio is a subject of the content you are creating, be clear and open about the fact that you are a staff member and make it clear that your views do not represent those of the Studio, its staff, Owners, clients, suppliers, contractors or other people working on behalf of the Studio. If you do publish a blog or post online related to the work you do or subjects associated with the Studio, make it clear that you are not speaking on behalf of the Studio. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of WRNS Studio."

Do not create a link from your blog, website or other social networking site to the Studio's website without identifying yourself as a Studio staff member.

Do not use social media while on working time, unless work-related as authorized by your manager. If you have questions or need further guidance, please contact the Human Resources Manager.

## CELL PHONES

The Studio strongly believes that safety must come before all other concerns. Under no circumstances is staff expected or permitted to place their safety or the safety of others at risk to conduct business. Staff are neither required nor expected to place or receive business calls while driving. The Studio requires that staff comply with applicable state and local laws prohibiting the use of hand-held cellular phones while driving on Studio business. Pursuant to these laws, employees may make and take calls while driving only if using a hands-free device, except in true emergency situations. In addition, staff is expected to adhere to the following guidelines.



- You should avoid using cell phones and hands-free mobile devices altogether while you are driving in inclement weather, heavy traffic, unfamiliar areas, or if the conversation becomes stressful or distracting;
- You are prohibited from using text devices on your cell phone or hand-held mobile devices to type or review text messages, to type or review your emails, to access the Internet, or to download information while you are driving;
- Even when you are using a hands-free device, your cell phone calls while driving should be as brief as possible; and
- You should pull over and stop driving whenever it is possible and safe to do so, to take or place cell phone calls even when using a hands-free device.
- As a practical matter, staff is expected to use sound judgment when using a cellular phone for business purposes. Cellular telephone transmissions may be accessible to persons other than the parties to the call, so staff should not transmit sensitive or confidential information by cell phone. It is not a good practice to have confidential communications about business or with clients when in a public place.

## SECURITY PROCEDURES/ SECURITY ACCESS CARDS

The doors to the building are opened at 7:45 a.m. and are closed at 6:00 p.m. Monday through Friday. An electronic keypad is located on the right of the front door of the building and on the left of the entrance to the back door, your personal security access card issued to you is needed to enter the building at all other times. The elevators are also locked between the hours of 6:00 p.m. and 7:45 a.m., you will need your access card to access the 4th floor at those times as well.

There is a security officer on the property Monday through Friday between the hours of 7:00 a.m. and 11:00 p.m. You can enter the building by using your access card at any time. The

phone number of the security officer is 415.974.6393. If an employee/tenant does not have an access card, you will not be allowed access to our suite unless both the property manager and office manager provide verbal approval.

The building observes the following holidays and to access the building on these days you will need your access cards:

- New Year's Day
- Dr. Martin Luther King Jr's Day
- Presidents Day
- Memorial Day
- Independence Day
- Thanksgiving Day
- Day following Thanksgiving
- Christmas Eve Day, ½ day (Standard hours for Security)
- Christmas Day
- New Year's Eve Day, ½ day (Standard hours for Security)

## OFFICE KEYS & SECURITY ACCESS CARDS

Office and building security access cards are issued to staff at the beginning of their employment and must be returned when employment is terminated. No duplicates are to be made. Staff must not give or lend building security access cards to anyone who is not authorized to possess them and must immediately notify the HR Manager of the loss of a building security access card.

## OPENING & CLOSING PROCEDURE

The staff member who arrives to work first, whether on a weekday or weekend, is responsible for turning on the lights and unlocking the front door to the suite. The staff member who leaves last, whether on a weekday or weekend, is responsible

for turning off the lights and ensuring that all (3) doors are securely locked.

San Francisco Office procedures: HVAC and lighting are shut off after 6:00 p.m. until 8:00 a.m. If you are working after hours and have HVAC and lighting needs, please follow the instructions below on how to access the building management system for after-hours HVAC and lighting needs:

- Access Internet Explorer
  - Access ASI Zone Dial Building Services Interface: <http://5012ndbms.dynalias.com/zonedial/login.aspx>
  - Enter login:
    - For the area by Federal Alley 94
    - For the area by 2nd Street 100
  - Enter password:
    - For the new expansion login 1197
    - For the area by on Federal Alley 1234
    - For the area by 2nd Street 1233
  - Click on "Login"
  - Click on "New Request"
  - Select "HVAC" or "Lighting" from drop-down menu
  - Enter a desired time span, start time, and date
  - Click on "Submit"
  - Click on "Yes" to confirm request
- To cancel an override request**
- Click on "View active"
  - Click on "Zone" by checking box
  - Click on "Deactivate"
  - Click on "Submit"

- Click n “Yes” to confirm request

**Please note the hourly bill rates:**

HVAC	\$75.00
Lighting	\$25.00
HVAC & Lighting	\$100.00

If further assistance is required, please call the building office at 415.615.0501.

## NON-SMOKING POLICY

In accordance with state and local law, WRNS Studio has adopted a non-smoking policy in all of its offices. Also, there is no smoking near building entrances and exits in the state of California, and therefore the building trash/ashtray receptacles are placed appropriate distances from the building. There is no smoking any closer to the building doors than the ashtrays are placed. This policy applies to all tobacco and similar products and the use of e-cigarettes or vaporizers.

## OFFICE HOURS

Staff is expected to schedule their work hours Monday through Friday between the hours of 7:30 a.m. and 6:00 pm or later. The normal work day (8.5 hours for those participating in the Alternate work week schedule) should start no later than 9AM unless prior arrangements have been agreed to with your project manager/team. The office is normally closed on Saturdays, Sundays and observed holidays as listed in this manual.

## SIGN-IN/OUT SHEET

A sign-in/out sheet is located at the Receptionist's desk and all staff members are required to sign and out when they are leaving or returning to the office during the day for any reason. Staff members are also requested to notify the Receptionist when they are going to be away from the office for an extended period of time.

## VEHICLE SAFETY

Some WRNS Studio staff will be required to use their personal vehicles, or rent vehicles in order to carry out Studio business. Motor vehicle safety should be your number one concern when using any vehicle on WRNS Studio business.

All vehicle safety requirements, ordinances and laws must be obeyed. The Studio will not pay traffic fines or parking violations.

The consumption of alcohol, drugs or medications which may cause drowsiness, dizziness or impairment of normal function or judgment, is prohibited at all times in Studio vehicles and in personal vehicles while being used on Studio business. It is also prohibited to use a Studio vehicle or personal vehicle on Studio business while under the influence of alcohol, drugs or medication that may cause drowsiness, dizziness or impairment of normal function or judgment.

If you have a major vehicular conviction or 3 or more minor vehicular convictions within the last 5 years, you will be prohibited from using any Studio vehicle or from driving in the course and scope of your employment. Major convictions include:

- Driving while intoxicated or on drugs
- Failure to stop and report an accident
- Driving while license is suspended or revoked
- Reckless driving
- Possession of open containers of alcohol
- Making a false accident report

Minor convictions are any other traffic citations.

For insurance purposes, the Studio must maintain a valid driver's license number in the personnel files of all drivers and potential drivers and employees must report all major and minor convictions to the Human Resource Manager. The Studio may

obtain an employee's Department of Motor Vehicles record periodically to monitor compliance with this policy.

If you are involved in an accident in any vehicle while performing your job, complete a driver's accident report and submit it to the Human Resource Manager no later than 24 hours after the accident.

The background of the slide features a blue-tinted photograph of a person's hands working on a grid-patterned surface, likely a cutting mat. The hands are holding a pair of scissors and a ruler, appearing to be in the process of cutting a piece of paper or fabric. The overall aesthetic is professional and clean, with a light blue geometric shape in the upper right corner.

# Expense Reimbursement

## EXPENSE REPORTING

Expense reports should be submitted monthly, but in any event no later than 60 days from the date the expense is incurred. However, at year end all expense reports must be submitted by January 15th. Use the Expense Reimbursement System within Deltek with the necessary approvals and documentation attached. Adequate documentation of expenses is important not only for accounting purposes but for the staff member's protection as well. If the Studio is audited by the Internal Revenue Service, inadequately documented or ineligible expenses for which an employee is reimbursed by the Studio can be ruled as ordinary income for the employee, resulting in personal tax liability.

All original receipts and any additional required documentation must be attached to the expense report (and are required for all expenditures) and all relevant sections must be completed. Expense reports should include the amount, date, place and nature of the expense. Expense reports are to be submitted initially to the Project Manager who will review and initial them prior to forwarding them to the Owner (John Ruffo) for final approval.

## BUSINESS EXPENSES

Prior approval by an Owner must be obtained before incurring any business-related expenses on behalf of the Studio. Check Request forms are available from the Chief Financial Officer or Human Resource Manager for use in making purchases. Out-of-pocket purchases or expenditures by employees must be approved in advance by an Owner. Expense account forms should be used to document these expenditures, including the attachment of receipts. However, check requests are the preferred methods for paying for these expenses.

A petty cash fund is available from the Accounting Department for use for expenditures under \$20 that need to be handled in an expedited manner. Receipts and change must be returned to the Accounting Department.

## PERSONAL STAFF EXPENSES

Stamps for staff members' occasional use are available from the receptionist. However, the personal use of the Studio postage meter is prohibited. Staff members must pay Studio rates for messenger, delivery, or shipping/ mailing services; staff members will be notified of the amount due and are expected to pay promptly.

## COMMUNICATIONS-RELATED EXPENSES

Business related use of your personal mobile device should be expensed (the Studio will reimburse staff for a reasonable percentage of a staff member's cell phone charges, based on the percentage of work-related use). Personal calls are not reimbursable except in emergencies, to advise of changes in travel plans, or occasional calls home during an overnight or longer business related trip.

The Human Resource Manager should be informed on any personal long distance calls made on Studio telephones so the caller can be notified of the cost. The Studio is to be reimbursed, in a timely manner, for all personal long distance calls made from the office.

## MEAL/TRANSPORTATION ALLOWANCE

In the interests of staff health and security a meal and transportation allowance will be given when work beyond the normal office hours is required to meet specific deadlines. Prior approval must be obtained from the staff member's immediate supervisor and receipts must be submitted for reimbursement.

The transportation allowance is intended to provide employees with a safe return home.

Staff is expected to exercise responsible judgment and consider distance, time and expense to determine whether travel by taxi, bus, or other public transportation is appropriate and to choose both what is clearly less expensive and causes no undue loss of safety, time and convenience.

### Meal allowances are as follows:

#### Weekdays

2 hours over an 8.5 hr day	1 meal	\$15/person
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#### Weekends/Holidays

Over 6 hours per day	1 meal	\$15/person
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Over 10 hours per day	2 meals	\$20/person
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## VEHICLE RENTAL

In the event that a staff member is unable to use their personal vehicle when necessary to conduct Studio business, they may, with prior approval, rent a vehicle. Staff is expected to exercise discretion, keeping cost, safety and comfort in mind in selecting the size and make of the rental vehicle.

Staff should rent a compact or economy sized car; large size or luxury car rentals will not be reimbursed unless the employee had prior approval or there were unavoidable circumstances.

Staff is to decline the insurance offered in the rental contract and must refill the gas tank prior to returning the vehicle.

## BUSINESS USE OF PERSONAL AUTO

Staff may use their own vehicle for business use and will be reimbursed at the current IRS rate plus necessary tolls, parking and related charges.

Normal commuting expenses are not reimbursable. The mileage reimbursement is to cover wear and tear, gasoline and insurance expenses incurred during the use of an employee's vehicle while on Studio business.

Staff should review insurance requirements with their insurance Studio to ensure appropriate coverage for business related use.



## PUBLIC GROUND TRANSPORTATION

Staff members are expected to exercise responsible judgment and consider distance, time and expense to determine, when traveling on Studio business, whether travel by taxi, airport limousine, bus, or other public transportation is appropriate and to choose the method that is clearly less expensive and causes no undue loss of time and convenience.

## TRAVEL ADVANCE

All travel advances require the approval of a Owner. All requests must be submitted to the Chief Financial Officer on an approved check request form.

Advances will be for an amount deemed appropriate for the anticipated business expense. Undocumented and unreimbursable expenses are to be repaid to the Studio by personal check with the expense report, or the staff member must authorize the Studio to deduct such amounts from amounts owed the staff member.

## TRAVEL & ENTERTAINMENT

All staff is to be reimbursed for reasonable and necessary expenditures incurred in the course of doing business for the Studio. Expenses submitted must be for prudent business reasons and will be reimbursed only after submission of itemized, approved expense reports supported by receipts as required by this policy and the Internal Revenue Service.

Personal expenses are not reimbursable. Expenses that combine business and non-business expenditures must be properly allocated on the expense report indicating clearly the business portion for reimbursement purposes. Travel expenses include air and ground transportation, personal auto used for business purposes, lodging, meals, parking and other related costs.

The Chief Financial Officer and a Owner will review all expense reports for adherence to policy and conformity with IRS regulations. Such compliance is necessary to satisfy

regulations outlined by the Internal Revenue Service to establish deductibility for tax purposes. When questionable items are identified, the report will be referred to the approving individual for re-evaluation with the staff member. Expenses that do not meet these criteria will not be reimbursed.

## MEALS & LODGING

Approved expenses for meals, including appropriate gratuities and applicable taxes, are reimbursable when traveling for the Studio at least overnight, when meeting with clients or when attending other business meetings or conferences on behalf of the Studio. Meals should be consistent with maintaining a normal standard of living. Meals expensed for dining with clients and prospective clients or others for business related purposes must indicate both the business reason and names of guest(s) and must be reasonable in both the choice of restaurant and total cost. Alcoholic beverages for clients and prospective clients must also be reasonable both in terms of the quantity and the cost.

Overnight accommodations when traveling out of town on behalf of WRNS Studio are reimbursable. The choice of lodgings should reflect such factors as location (convenience to job or meeting site), comfort (not luxury quarters), and expense. Whenever possible, hotels that offer WRNS Studio corporate rates should be used.

# Wage & Salary Policies

## OVERTIME

Non-exempt staff members may be required to work overtime for business needs. The Studio provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. For purposes of calculating overtime hours, the Studio's work week runs from 12:01 a.m. Saturday to 12:00 midnight on Friday.

Non-exempt staff members will be paid one and one-half (1-1/2) times the staff member's regular hourly rate for all hours worked over forty (40) hours worked in a work week, over eight (8) hours in a work day (California only), or for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a work week (California only). Double time (California only) will be paid for any hours worked in excess of eight (8) hours on any seventh (7th) consecutive day of work in a work week, or after twelve (12) hours worked in one day. All overtime hours to be worked must be approved in advance by an Owner or the Human Resource Manager.

Absence from work for paid holidays, vacation, illness, bereavement, jury duty, or for any other reason, is not counted as time worked for the purpose of computing overtime payments.

Unauthorized overtime work is not permitted. If any staff member believes that overtime work will be required, he or she must receive prior authorization from an immediate supervisor. Failure to obtain approval may be grounds for disciplinary action.

No overtime or additional compensation is provided to exempt staff members.

## REST BREAKS & MEAL PERIODS

The Studio believes that staff performs their jobs better and are more satisfied with their working situation when they are able to take regular breaks during the workday.

**Rest Breaks:** Accordingly, each non-exempt staff member will be provided the opportunity to take a 10-minute rest period

for every four (4) hours worked (or major fraction thereof). This means staff members are authorized to take a 10-minute rest break for shifts of 3 ½ to 6 hours in length; two 10-minute period rest breaks for shifts of more than 6 hours to 10 hours in length; three 10-minute rest breaks for shifts of more than 10 hours to 14 hours in length, and so forth. Generally, one rest period will be taken before lunch and one rest period will be taken after lunch. Staff is asked, as a courtesy, to inform their supervisor before taking a rest period.

Rest periods are paid, and count as time worked for purposes of computing the total number of hours worked per week. It is the staff member's responsibility to make sure that they take their rest periods. Rest periods, however, may not be accumulated, added to meal periods, or taken at the beginning or the end of their workday. Rest periods should be taken approximately in the middle of each work period.

**Meal Periods:** In addition, the Studio provides and strongly encourages each non-exempt staff member who works more than five hours in a workday to take 30-minutes unpaid for lunch each day. Lunch breaks are generally to be taken between 11:30 a.m. and 2:00 p.m., and must commence before the end of the fifth hour of work. Staff is expected to take their meal period each day during this time, unless Studio business requires that staff members take their break at another time or if there are other extraordinary circumstances. During a staff member's meal period, they will be relieved of their work duties. Employees are provided a second unpaid 30-minute meal period under the law and the Studio's policy when they work more than 10 hours in a workday.

Repeated failure to take at least a 30-minute lunch period each workday, without the prior written authorization of a supervisor, may lead to disciplinary action, up to and including termination. As a courtesy, a staff member should advise their supervisor when they leave for meal periods. Staff must take their meal period away from their station and they may leave the premises. Meal periods are unpaid, and are not counted in computing the total number of hours worked per week. Non-exempt staff members must accurately record when they leave for their

meal periods and when they return to work on the Studio's timekeeping system.

In the event that a staff members needs to extend their meal period, the staff member should inform their supervisor in advance to ensure that their absence will not interfere with the Firm's business needs. Staff may not work through a meal period in order to leave work early at the end of the day.

It is each staff member's responsibility to make sure that meal periods are observed and to record all hours worked and breaks taken. If an employee feels that they are not being provided a meal break or the opportunity to take rest breaks on a regular basis, they should notify the Human Resources Manager.

## MAKE-UP TIME

Non-exempt staff members who need to miss scheduled work because of personal obligations may request the opportunity to make up the time missed by working on another day or days, as long as the make-up time is worked in the same pay period. Make-up time must not cause the staff member to work more than 11 hours in any work day, or more than 40 hours in the work week. Time that is made up under this policy will be compensated at a straight time pay rate.

A staff member who wishes to schedule make-up time must, in each instance, send an email to his or her supervising Owner and the Human Resource Manager, notifying them of the date and time the staff member proposes to take off, and the proposed date and time the staff member requests to make up the missed work. The staff member must obtain written approval from the Owner or Human Resource Manager prior to taking the time off. This policy allows make-up time only when it is sought by the staff member and found to be consistent with the Studio's business and staffing needs. Make-up time may be approved or denied based on business needs and other factors within the discretion of the Studio.

If a staff member knows in advance that he or she will be requesting make-up time for a personal obligation that may recur at a fixed time over a succession of weeks, the staff

member may request to make up work time for up to four weeks in advance, as long as the make-up work is performed in the same work week that the work time was missed.

If you have any questions about make-up time, please contact the Human Resource Manager.

## ALTERNATIVE WORK WEEK SCHEDULE

Some staff may work an alternate work week schedule consisting of 8.5 hour days in exchange for receiving 14 extra Fridays off each year.

The extended office schedule for these staff members is from 7:30 a.m. to 6:30 p.m. For their regular schedule, staff must start no later than 9:00 a.m. and leave no earlier than 5 p.m. Staff starting at 9:00 a.m. with an hour lunch, would leave at 6:30 p.m. Staff starting at 7:30 a.m., would leave at 5:00 p.m.

In accordance with California wage laws, non-exempt staff members in California working an alternative work week schedule will be paid overtime for all hours in a week in excess of 40 and for all hours in a work day in excess of 8 hours in a work day. Non-exempt staff members will be paid double time for all hours worked in excess of 12 hours on any work day.

An alternative work week schedule arrangement is available only in limited situations. Please contact the Human Resource Manager for more information.

## FAMILY WORKPLACE FLEXIBILITY POLICY

The Studio complies with the San Francisco Family Friendly Workplace Ordinance ("FFWO"). Pursuant to the FFWO, eligible staff may request a flexible or predictable working arrangement required to assist with care for: 1) a child under age 18 for whom the staff member has assumed parental responsibility (this includes a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis to that child); 2) the staff member's parent who is age 65 or older; or 3) a person with a "serious health

condition" in a "family relationship" with the staff member (this includes persons to which the staff member is related to by blood, legal custody, marriage, or domestic partnerships, such as a spouse, domestic partner, child, parent, sibling, grandchild or grandparents). Eligible staff is those who: 1) are employed in San Francisco; 2) have been employed by the Studio for six months or more; 3) and work at least eight hours per week on a regular basis.

Requests must be in writing and submitted to the Human Resources Manager. The Studio will consider requests in compliance with the FFWO.

The Studio will not retaliate against any staff members for requesting a flexible or predictable working arrangement under the FFWO or for exercising any right under the FFWO. Nothing in this policy or the FFWO creates a right to be paid when the Studio does not have sufficient work for the staff member. Furthermore, time off under this policy (including, but not limited to, a part-time schedule or other reduced work schedule) may run concurrently with leaves of absence or other time off for which the staff member is eligible, as permitted by law. For more information, please contact the Human Resources Manager.

The Studio also will consider reasonable written requests for flexible or predictable scheduling in connection with caregiver responsibilities from staff in the Studio's other offices, for staff members who have been employed for at least six months and work at least eight hours per week. Such requests will be considered based on the Studio's operational and scheduling needs, but the Studio cannot guarantee that it can grant or accommodate requests under this policy.

## TIME SHEETS

All staff must keep time sheets using the remote format that interfaces with Deltek Vision, they must be submitted electronically, where they will be reviewed and approved by the staff members' supervisor. Careful, accurate preparation is essential since they are the basis for billing and are used for

payroll records, cost control, and the staff members pay. Under no circumstances is staff authorized, allowed or permitted to work "off-the clock."

The time sheet is the only way the payroll department knows how many hours staff has worked and how much to pay you. The time sheet indicates when a staff member has arrived and when a staff member has departed and any other time that the staff member worked. Staff is responsible for their own time card. Staff must record all time worked.

No one may record hours worked on another's time sheet. Tampering with another's time sheet is cause for disciplinary action, including possible dismissal, of all staff involved. Staff may not alter another person's record, or influence anyone else to alter their own record for them. In the event of an error in recording time, staff must report the matter to your manager immediately.

Time sheets for technical staff will be approved by the Project Manager responsible for the majority of the employee's time.

Administrative, marketing and accounting staff time sheets will be reviewed and approved by their immediate supervisor.

## PAY PERIODS

Paychecks are distributed on the 15th and the last day of the month, unless these dates fall on a weekend or holiday, at which time staff will be paid on the last workday before the weekend or holiday.

Staff have the option of having pay deposited directly into an account with a federally registered financial institution. If direct deposit is desired, a voided check should be given to the Human Resource Manager or Accounting Department with a request to begin direct deposit. It can take up to two pay cycles for direct deposit to take effect.



## PAYROLL DEDUCTIONS

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Such deductions include:

Federal and State income tax withholding

- Medicare
- Social Security (FICA)
- State Disability Insurance (SDI)
- Other items designated by you such as:
  - Dependent Insurance premium
  - Flex-benefit contribution
  - 401(k) contribution
  - Section 132 – Transportation Account

Deductions also may be made for other items specifically authorized by the staff member in writing, or as required by law.

For each calendar year, staff will be supplied with their Wage and Tax Statement (W-2 form). This statement summarizes income and deductions for the previous year. For the answers to questions regarding these deductions, please contact the Chief Financial Officer.

## SAFE HARBOR POLICY FOR EXEMPT STAFF

It is the Studio's policy and practice to accurately compensate staff and to do so in compliance with all applicable state and federal laws. To ensure that they are paid properly and that no improper deductions are made, staff must review their pay stubs promptly to identify and report all errors.

A staff member who is classified as an exempt salaried staff member will receive a salary which is intended to compensate him or her for all hours he or she may work for the Studio. This salary will be established at the time of hire or when the staff member becomes classified as exempt staff. While it may be subject to review and modification from time to time, such as

during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, a staff member's salary is subject to certain deductions. For example, unless state law requires otherwise, the salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability;
- Full-week disciplinary suspensions for infractions of the Studio's written policies and procedures;
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event the employee works less than a full week; or
- Any full workweek in which the employee does not perform any work.

A staff member's salary may also be reduced for certain types of deductions such as the employee's portion of health, dental or life-insurance premiums; state, federal or local taxes; Social Security; or voluntary contributions to a 401(k) or pension plan.

In any workweek in which a staff member performed any work, his or her salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- Absence on a scheduled workday because the Studio has decided to close a facility on that day;
- Absences for jury duty, attendance as a witness or military leave in any week in which the staff member has performed any work (subject to any offsets as set forth above); or
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to a staff member's accrued PTO or sick leave for

full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to the Human Resources Manager.

## DAY OF REST

Nonexempt employees in California are generally entitled to one day's rest within a workweek as defined by the Studio and consistent with applicable law. The Studio does not encourage employees to forgo their right to a day of rest. If an employee works fewer than six hours in each of seven consecutive days, however, or less than 30 hours total per workweek, they are not entitled to a day's rest.



# Receipt & Acknowledgement of Policy Against Discrimination, Harassment & Retaliation

## HANDBOOK RECEIPT & ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the WRNS Studio Staff Manual effective \_\_\_\_\_. I agree to familiarize myself with the information in the Manual and to observe the policies and procedures set forth in it. I also understand and agree that, except as set forth below, the Studio may change, rescind or add to any policies, procedures, benefits or practices described in the Manual from time to time at its discretion or as required by changes in state or federal laws or statutes.

I further understand that my employment with WRNS Studio is at will and is not for a specified term and that I may or the Studio may terminate it at any time, for any reason, with or without cause, and with or without prior notice. Furthermore, I understand that WRNS Studio may promote or demote me or change my title, duties, compensation or other terms or conditions of my employment at its will and with or without cause or notice. I acknowledge that no agreement contrary to the foregoing at-will employment policy has been made with me.

I further understand that no person, other than the Managing Owner of the Studio, has the authority to enter into any agreement for employment for a specified period of time or to make any agreement contrary to the foregoing at-will policy. The Managing Owner has the authority to make such an agreement only in a writing signed by both me and the Managing Owner, and any such writing must specify that it supersedes the at-will relationship.

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Staff Signature

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Print Name

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Date

## RECEIPT & ACKNOWLEDGEMENT OF POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

### Policy Against Discrimination, Harassment and Retaliation

WRNS Studio is committed to providing a work environment that is free from sexual harassment, as well as harassment, discrimination, and retaliation based on race, color, national origin, ancestry, religion and religious creed, political affiliation, citizenship, sex, gender, gender identity (including transgender identity and transitioning), gender expression, sexual orientation, age (40 and over), pregnancy, childbirth or related medical conditions, breastfeeding and related medical conditions, marital status, registered domestic partner status, military or veteran status, legally protected medical condition (including cancer), physical or mental disability, genetic information or characteristics, AIDS/HIV status, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other protected classification under federal, state or local law.

As such, the Studio maintains a strict policy that forbids sexual and other harassment, discrimination and retaliation of applicants, staff members or interns, by co-workers, supervisors and managers. Similarly, the Studio will not tolerate harassment by its staff of non-employees with whom the Studio has a business, service or professional relationship. The Studio also will attempt to protect staff members from harassment by non-employees (such as clients, contractors and vendors) in the workplace.

In addition, the Studio does not tolerate conduct that disrupts or interferes with a staff member's work performance or that creates an offensive or hostile working environment. The Studio also does not tolerate abusive conduct or bullying toward any person in the workplace. This includes conduct in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the Studio's legitimate business interests. Abusive conduct may include repeated

infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

Through enforcement of this policy and by education of employees, WRNS Studio will seek to prevent, correct and discipline behavior that violates this policy. This policy applies at all Studio locations, Studio-sponsored social or other events, and other activities at which you represent the Studio.

It is the responsibility of all staff members and partners to ensure compliance with this policy.

#### Discrimination

It is a violation of the Studio's policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if that discriminatory treatment is, in whole or in part, based on a protected classification under federal, state or local law. Discrimination in violation of this policy will be subject to disciplinary measures up to and including termination.

#### Harassment

Harassment, whether sexual or based on another protected characteristic, includes verbal, physical and visual conduct that unreasonably interferes with an employee's work performance or creates an intimidating, offensive or hostile working environment.

The Studio understands that victims of harassment are often embarrassed and reluctant to report acts of harassment for fear of being blamed, concerns about retaliation, or because it is difficult to discuss matters of harassment, including sexual harassment, openly with others. However, no employee should have to endure harassing conduct, and the Studio therefore encourages all employees to report (see DISCRIMINATION, HARASSMENT & RETALIATION REPORTING PROCEDURE

below) any incidents of harassment immediately so that complaints can be quickly and fairly resolved. If you find conduct in the workplace to be unwelcome or offensive, you may immediately inform the person engaging in the conduct in a clear and unambiguous manner that the conduct is unwelcome or offensive and that you want the conduct to stop.

Below are some examples of sexual and other harassment that WRNS Studio will not allow or tolerate by or against either men or women. While the conduct described below may not constitute unlawful behavior in all circumstances, such conduct is considered unprofessional and unacceptable by the Studio.

Harassment in employment may take many different forms, including:

- Verbal conduct such as jokes, epithets, derogatory comments, slurs, unwanted comments, e-mails or text messages
- Visual conduct such as derogatory posters, cartoons, drawing or gestures
- Use of computers, including the Internet and the e-mail system, to transmit, communicate or receive sexually-suggestive, pornographic, or sexually explicit pictures, messages or material
- Physical conduct such as assault, blocking normal movement, restraint, touching or other physical interference with work directed at an individual
- Threats and demands to submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid the loss of job benefits, security or promotion
- Retaliation by any of the above means for having reported harassment or discrimination or having assisted another staff member in reporting harassment or discrimination

#### No Retaliation

Adherence to this policy and cooperation in the Studio's efforts



to enforce the policy is essential. Therefore, WRNS Studio will not tolerate any reprisals or retaliation against anyone who in good faith reports known or suspected prohibited harassment or discrimination or for appropriately initiating, assisting or participating in any discrimination or harassment investigation, action or proceeding.

### **Sexual Harassment**

Sexual harassment is illegal under both federal and state law and is expressly prohibited by WRNS Studio. Sexual harassment includes unwelcome sexual advances, requests for sexual favors or other visual, verbal or other physical conduct of a sexual nature where:

- Submission to advances is a term or condition of employment
- Submission to or rejection of advances is used as a basis for making employment decisions
- Such conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment
- Examples of sexual harassment include the following:
- Unwelcome sexual advances, flirtations or propositions
- Requests or subtle pressure for sexual favors, or other verbal or physical conduct of a sexual nature
- Offering employment benefits in exchange for sexual favors
- Derogatory or vulgar comments regarding an individual's sexuality or appearance, repeated offensive flirtations, slurs, jokes or epithets
- Offensive physical contact or conduct that interferes with an staff member's work performance
- Visual conduct including leering, sexual gestures, displaying sexually graphic objects or pictures, cartoons or posters

- Making or threatening reprisals after a negative response to sexual advances
- Sending sexually explicit e-mails or text messages

These examples are not an exhaustive list of the kinds of conduct that should not occur in the workplace. The point is that any unsolicited, unwelcome or offensive conduct that has sexual overtones is simply unacceptable in the workplace. Furthermore, sexually harassing conduct need not be motivated by sexual desire to be violative of this policy or the law.

### **Discrimination, Harassment & Retaliation Reporting Procedure**

Any staff member who feels that he or she is a victim of workplace harassment, discrimination, retaliation or other violations of the Studio's Equal Employment Opportunity Policy, Policy Against Discrimination, Harassment and Retaliation, or Sexual Harassment Policy, or who observes conduct which he or she reasonably believes constitutes harassment or discrimination, must immediately report such conduct to one of the Owners or the Director of Human Resources. Staff members may be asked to set forth the particulars of their complaint in a confidential memorandum. This complaint procedure is specifically designed so that individuals in the workplace have a mechanism that allows them to bypass a supervisor or co-worker the individual believes is engaged in prohibited conduct under this policy. No one, not even the highest-ranking individuals in the Studio, is exempt from the requirements of this policy.

Owners and supervisors who receive complaints or who observe harassing conduct must inform the Director of Human Resources or the Managing Owner immediately.

WRNS Studio takes all complaints of discrimination, harassment and retaliation seriously. Every reported complaint will be investigated in a timely, fair, impartial and thorough manner that provides all parties involved appropriate due process and reaches reasonable conclusions based on the evidence collected. Typically, the investigation will include the

following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged discrimination, harassment or retaliation; interviews of anyone who is alleged to have committed the alleged misconduct; and interviews of any employees who may have witnessed, or who may have knowledge of, the alleged misconduct. The Studio will make every effort to preserve the confidentiality of the subject matter of the investigation to the extent possible and will disclose sensitive information only to the extent needed to conduct a thorough inquiry. All staff have an obligation to cooperate with any investigation.

The investigation will be documented and the Studio will advise the complaining party, as well as other individuals as appropriate, of the results of the investigation and whether appropriate corrective action has been taken.

Should the Studio's investigation result in a finding of misconduct, the Studio will take appropriate remedial and/or disciplinary action to stop the misconduct and to prevent further harassment, discrimination or retaliation. Any staff member who is found after investigation to have engaged in harassment, discrimination or retaliation in violation of this policy will be subject to disciplinary action, depending on the circumstances, up to and including termination. The Studio will also take appropriate corrective action if it learns that any third party in the workplace has engaged in improper harassment. Violation of the law may also lead to personal legal and financial liability for the responsible individual.

In addition to the Studio's reporting and investigation procedure, the U.S. Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of harassment, discrimination and retaliation in employment. Employees can contact the EEOC at [eeoc.gov](http://eeoc.gov) or (800) 669-4000, or the DFEH at [dfeh.ca.gov](http://dfeh.ca.gov) or (800) 884-1684.

No staff member will be retaliated against for reporting in good faith alleged harassment or discrimination, for filing an

administrative charge of harassment or discrimination, or for participating in an investigation, proceeding or hearing conducted by the Studio or by any federal, state, or local agency investigating a complaint of harassment or discrimination. Staff members should immediately report any incidents of suspected retaliation to the Director of Human Resources or any Owner, so that the matter can be investigated and appropriate action may be taken.

I acknowledge that I have a received a copy of the WRNS POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION; SEXUAL HARASSMENT POLICY; AND DISCRIMINATION, HARASSMENT & RETALIATION REPORTING PROCEDURE. I have read and understand the policies.

\_\_\_\_\_

Staff Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date